

<i>SERFF Tracking Number:</i>	<i>HARL-125874672</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Hartford Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>40706</i>
<i>Company Tracking Number:</i>	<i>IPD-HL20320</i>		
<i>TOI:</i>	<i>A03G Group Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03G.002 Flexible Premium</i>
<i>Product Name:</i>	<i>IPD-Hartford Premier Innovation</i>		
<i>Project Name/Number:</i>	<i>/</i>		

## Filing at a Glance

Company: Hartford Life Insurance Company

Product Name: IPD-Hartford Premier Innovation SERFF Tr Num: HARL-125874672 State: ArkansasLH

TOI: A03G Group Annuities - Deferred Variable SERFF Status: Closed State Tr Num: 40706

Sub-TOI: A03G.002 Flexible Premium Co Tr Num: IPD-HL20320 State Status: Approved-Closed

Filing Type: Form Co Status: Initial Filing Reviewer(s): Linda Bird

Author: Robert Adamczyk Disposition Date: 10/29/2008

Date Submitted: 10/28/2008 Disposition Status: Approved

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

## General Information

Project Name:

Status of Filing in Domicile:

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small

Overall Rate Impact:

Group Market Type: Other

Filing Status Changed: 10/29/2008

State Status Changed: 10/29/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Re: Hartford Life Insurance Company

Group Variable Annuity Contract HL-20320

Master Application for Group Variable Annuity Contract HL-20322(AR)

Group Variable Annuity Contract Participation Certificate HL-20321

NAIC No. 88072-091

FEIN No. 06-0974148

Attached for your review and approval on a general-use basis are the above-captioned forms. Form HL-20320 is an

*SERFF Tracking Number:* HARL-125874672 *State:* Arkansas  
*Filing Company:* Hartford Life Insurance Company *State Tracking Number:* 40706  
*Company Tracking Number:* IPD-HL20320  
*TOI:* A03G Group Annuities - Deferred Variable *Sub-TOI:* A03G.002 Flexible Premium  
*Product Name:* IPD-Hartford Premier Innovation  
*Project Name/Number:* /

unallocated registered group variable annuity contract designed to fund tax deferred annuity programs adopted according to Section 403(b) of the Internal Revenue Code (the Code) by eligible governmental employers such as public school systems and tax-exempt organizations described in Section 501(c)(3) of the Code. Form HL-20320 is designed for use with either Employer controlled retirement programs.

Form HL-20321 is the participant certificate that will be sent to all participants in the section 403(b) program.

Application form HL-20322(AR) will be used as the application for this contract.

This contract has been registered with the Securities and Exchange Commission under SEC file number 333-151805.

This contract filing has been completed in "John Doe" fashion. All variable items and provisions have been bracketed. In general the bracketed material is subject to inclusion, omission or change in order to meet the requirements of a specific Contract Owner's program. The bracketed material may also reflect variations in Hartford Life Insurance Company's administrative practices or underwriting rules. No change to bracketed materials, unless specifically provided for in the terms of the contract shall be less beneficial to the Contract Owner.

Should you have any questions, please feel free to contact me or Anthony J. DePaolis at (860) 843-4003. Thank you for reviewing this submission.

Sincerely,

Joyce J. Schiaffo  
Senior Specialist Contracts Compliance  
Investment Products Compliance  
Contract Drafting/Filing  
Phone: (860) 843-7708  
Fax: (860) 843-8014  
E-Mail: joyce.schiaffo@hartfordlife.com

SERFF Tracking Number:	HARL-125874672	State:	Arkansas
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TOI:	A03G Group Annuities - Deferred Variable	Sub-TOI:	A03G.002 Flexible Premium
Product Name:	IPD-Hartford Premier Innovation		
Project Name/Number:	/		

## Company and Contact

### Filing Contact Information

Schiaffo Joyce, Compliance/Contract Consultant	joyce.schiaffo@hartfordlife.com
200 Hopmeadow Street	(860) 843-7708 [Phone]
Simsbury, CT 06089	(860) 843-8014[FAX]

### Filing Company Information

Hartford Life Insurance Company	CoCode: 88072	State of Domicile: Connecticut
200 Hopmeadow Street	Group Code: 91	Company Type: Life
Simsbury, CT 06089	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-0974148	
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## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	per statute
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Hartford Life Insurance Company	\$50.00	10/28/2008	23519304

SERFF Tracking Number:	HARL-125874672	State:	Arkansas
Filing Company:	Hartford Life Insurance Company	State Tracking Number:	40706
Company Tracking Number:	IPD-HL20320		
TOI:	A03G Group Annuities - Deferred Variable	Sub-TOI:	A03G.002 Flexible Premium
Product Name:	IPD-Hartford Premier Innovation		
Project Name/Number:	/		

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	10/29/2008	10/29/2008

<i>SERFF Tracking Number:</i>	<i>HARL-125874672</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Company Tracking Number:</i>	<i>IPD-HL20320</i>		
<i>TOI:</i>	<i>A03G Group Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03G.002 Flexible Premium</i>
<i>Product Name:</i>	<i>IPD-Hartford Premier Innovation</i>		
<i>Project Name/Number:</i>	<i>/</i>		

## **Disposition**

Disposition Date: 10/29/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: HARL-125874672 State: Arkansas

Filing Company: Hartford Life Insurance Company State Tracking Number: 40706

Company Tracking Number: IPD-HL20320

TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium

Product Name: IPD-Hartford Premier Innovation

Project Name/Number: /

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Variable Material		Yes
Form	Group Variable Annuity Contract		Yes
Form	Group Variable Annuity Contract		Yes
	Participation Certificate		
Form	Master Application For Group Variable Annuity Contract		Yes

SERFF Tracking Number: HARL-125874672 State: Arkansas

Filing Company: Hartford Life Insurance Company State Tracking Number: 40706

Company Tracking Number: IPD-HL20320

TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium

Product Name: IPD-Hartford Premier Innovation

Project Name/Number: /

## Form Schedule

**Lead Form Number:** HL-20320

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	HL-20320	Policy/Cont	Group Variable ract/Fratern Annuity Contract al Certificate	Initial		0	Group Variable Annuity Contract.pdf
	HL-20321	Certificate	Group Variable Annuity Contract Participation Certificate	Initial		0	Group Variable Annuity Contract Participation Certificate.pdf
	HL-20322(AR)	Application/Master Enrollment Form	Application For Group Variable Annuity Contract	Initial		0	Application AR.pdf

# GROUP VARIABLE ANNUITY CONTRACT

## HARTFORD LIFE INSURANCE COMPANY

1 Griffin Road, North

WINDSOR, CONNECTICUT 06095-1512

(A stock life insurance company)

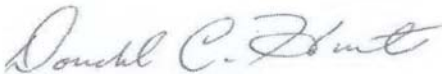
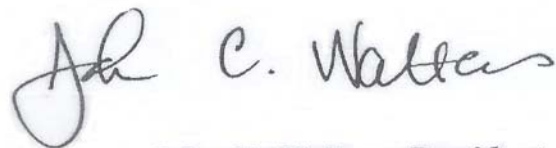
This Group Variable Annuity Contract (the "Contract") is issued in consideration of your application and the payment of Contributions in accordance with the terms and conditions of this Contract.

This Contract is subject to the laws of the jurisdiction where it is delivered as shown in the Contract Specifications.

Your application, the Contract Specifications and the conditions and provisions on this and the following pages are part of the Contract.

Signed for Hartford Life Insurance Company:

[

	
<b>Donald C. Hunt, Secretary</b>	<b>John C. Walters, President</b>

] #1

### Group Variable Annuity Contract

#### Nonparticipating

ALL PAYMENTS AND VALUES PROVIDED BY THIS CONTRACT WHEN BASED ON INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT, ARE VARIABLE AND ARE NOT GUARANTEED AS TO A FIXED DOLLAR AMOUNT. [THIS CONTRACT CONTAINS A MARKET VALUE ADJUSTMENT FORMULA. APPLICATION OF THE FORMULA MAY RESULT IN A DOWNWARD ADJUSTMENT IN CASH SURRENDER BENEFITS.] #2





## CONTRACT SPECIFICATIONS

#3

[CONTRACT OWNER:  
CONTRACT EFFECTIVE DATE:  
CONTRACT JURISDICTION:  
CONTRACT NUMBER:

ABC Entity  
Month, Day, Year  
Any State  
GC-XXXXXX]

The Contract Owner has chosen #4 [Method One] for the deduction of the Program and Administrative Charge specified below and for the determination of the Net Investment Factor specified in Section 6.0.

### General Account:

We credit your new Contributions with interest at a rate we declare for the #5 [calendar quarter] in which they are received (the “Declared Interest Rate”). We will determine the Declared Interest Rate for any #5[quarter] at our discretion. We guarantee the Declared Interest Rate applicable to any #5[quarter] to the end of the applicable calendar year. We will declare any change in the Declared Interest Rate before the start of the [quarter]. #5

For each subsequent calendar year, we will credit your existing General Account value with interest at a rate guaranteed for the entire year which will never be less than #6 [3%] (the “Minimum Guaranteed Interest Rate”). We will determine the Declared Interest Rate for a calendar year at the end of the preceding calendar year. We may, from time to time, credit interest rates in excess of the Minimum Guaranteed Interest Rate.

The Declared Interest Rate will not be less than the Minimum Guaranteed Interest Rate. We will determine the Minimum Guaranteed Interest Rate such that the Net Surrender Value shall meet or exceed the nonforfeiture amount pursuant to your state’s standard nonforfeiture law. In addition, we will determine the Minimum Guaranteed Interest Rate such that it shall meet or exceed the minimum nonforfeiture rate required by your state’s standard nonforfeiture law.

### Separate Account: #7 [Hartford Life Insurance Company Separate Account Eleven]

The Sub-Accounts available under this Contract are described in Schedule A. When Sub-Accounts are added, replaced or deleted, we may revise Schedule A to reflect such change, and provide you with a revised copy of Schedule A.

### Annual Maintenance Fee:

#### #8 [During the Accumulation Period; \$30 per Participant Account each calendar year

We deduct 25% of the Annual Maintenance Fee from the value of each Participant Account on the last Valuation Day of each calendar quarter. We will deduct 25% of the Annual Maintenance Fee from the proceeds of any full Surrender of a Participant Account before the last Valuation Day of a calendar quarter. We deduct the Annual Maintenance Fee on a pro rata basis from the Sub-Accounts and General Account investments in a Participant Account.]

### Program and Administrative Charge: #9

**During the Accumulation Period; [ 1.25% per annum of the daily Sub-Account value**

**During the Annuity Period; 1.25% ]**

You chose the method used to deduct the Program and Administrative Charge from the Sub-Accounts when you purchased your Contract. There are two methods to choose from:

**Method One:** We deduct the Program and Administrative Charge each Valuation Day as a percentage of the net asset value of each Fund when we determine Accumulation Unit values.

**Method Two:** We deduct the Program and Administrative Charge each calendar quarter. We assess the Charge as a percentage of the average daily assets of the Sub-Accounts during the quarter. We deduct the Charge by redeeming Accumulation Units in proportion to the amount of the Charge.

We may decrease the Program and Administrative Charge, and we may increase the Program and Administrative Charge upon #10 [90] days advance notice to you. The Charge will never exceed 2.00% per year.

**#11 [Contingent Deferred Sales Charge:** We may assess a Contingent Deferred Sales Charge when you request a full or partial Surrender before the sixth Contract Year. The Contingent Deferred Sales Charge is a percentage of the amount of the Surrender, based on the number of Contract Years completed as set forth below:

<b><u>Contract Years</u></b>	<b><u>Charge</u></b>
During the 1 <sup>st</sup> year	5%
During the 2 <sup>nd</sup> year	4%
During the 3 <sup>rd</sup> year	3%
During the 4 <sup>th</sup> year	2%
During the 5 <sup>th</sup> year	1%
During the 6 <sup>th</sup> year and after	0%]

**#12** [Effective for any Surrender or transfer initiated on or after 00/00/0000, the Contingent Deferred Sales Charge shall no longer be applicable to any amounts Surrendered on or after such date.]

No Contingent Deferred Sales Charge will be deducted from a Surrender that is certified by the Employer or its authorized designee in a form satisfactory to us to be for transfer to an Approved Plan Related Investment Account, a Benefit Payment or for Plan Related Expenses. A Benefit Payment is a Surrender on account of a Participant's:

**#13**

[(a) death;

(b) disability, if such disability would entitle the Participant to receive social security disability benefits;

(c) confinement in a nursing home, provided the Participant is confined immediately following at least ninety (90) days of continuous confinement in a hospital or long term care facility;

(d) severance from employment with the Employer;

- (e) attainment of age 59 ½;
- (f) required minimum distribution under the federal income tax laws;
- (g) election of the Systematic Withdrawal Option;
- (h) financial hardship as defined in the Plan or this Contract;
- (i) election to take a loan;
- (j) in-service distribution allowed under the Plan;
- (k) election of an Annuity Payout under this Contract; or
- (l) payment pursuant to a qualified domestic relations order].

**#14 [Charge for Premium Taxes:** We also deduct a charge for premium taxes, if applicable. On any amount under the Contract that is subject to premium tax, a charge in the amount of the tax will be deducted from Contributions when received or from the amount of a Surrender upon Surrender, or from the amount applied to effect an annuity at the time annuity payments commence.]

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## **Section 1.0 Definitions**

**Accumulation Unit** – An accounting unit of measure we use to calculate Sub-Account values under this Contract before Annuity Payouts begin. We determine this value by using one of two methods, described in Section 6. You selected the method used when you purchased your Contract.

**Administrative Office** – Located at 1 Griffin Road North, Windsor, CT 06095-1512. Our mailing address is P.O. Box 1583, Hartford, CT 06144-1583 or, for overnight mail, 1 Griffin Road North, Windsor, CT, 06095-1512.

**Annuitant** – The individual whose life shall serve as the measuring life for purposes of Annuity Payouts under this Contract.

**Annuity Commencement Date** – The date we start to make Annuity Payouts with respect to a Participant or Beneficiary.

**Annuity Unit** - An accounting unit of measure we use to calculate the value of annuity payments under a Variable Annuity Payout Option.

**Approved Plan Related Investment Account** – Any Participant-directed investment account under the Plan that is identified by you and accepted by us for the purpose of Participant-directed transfers of amounts from the Contract for investment outside the Contract.

**Beneficiary** - The designated person who is entitled to receive benefits under the Plan after the death of a Participant, subject to any additional rules set forth in the Plan. Unless otherwise provided by the Plan, if no Beneficiary is designated, the Participant's estate is the Beneficiary.

**Benefit Payment** – Any amount to which a Participant becomes entitled as defined in the Contract Specifications. Amounts Surrendered for transfer to the funding vehicle of another investment provider or on account of the termination of the Plan are not Benefit Payments.

**[Catch-up Contribution** - A Salary Reduction Contribution or Roth Contribution made on behalf of a Participant who will attain age fifty or more by the end of the calendar year which is in excess of a statutory limit, consistent with the requirements of Code Section 414(v). Catch-up Contributions shall also include Contributions made on behalf of a Participant consistent with the requirements of Code Section 402(g)(8).] **#16**

**Code** - The Internal Revenue Code of 1986, as amended, including the Treasury Regulations and any other guidance thereunder, and any successor law.

**Company, we, our or us** - Hartford Life Insurance Company.

**[Competing Fund** – A fund with similar investment objectives, duration or market volatility to our General Account. Such funds shall include fixed accounts of annuity contracts or funding agreements, money market funds, short-term bond funds, short-term lifecycle funds, stable value funds, or any other fund with similar investment objectives, duration or market volatility. Such funds shall also include individual brokerage accounts and, if we are not the exclusive provider of funding for the Plan, all funds, annuity contracts or funding agreements of other providers.] **#16**

**Contract Owner or you** – The Employer or entity owning the Contract. The Contract Owner is named in the Contract Specifications.

**Contract Year** – A period of 12 months commencing with the Effective Date of this Contract and with any subsequent anniversary.

**Contribution** – Any amount you pay to us for investment under the Contract.

**Distributee** - A Participant, a Participant's surviving spouse or the Participant's spouse or former spouse who is the alternative payee under a qualified domestic relations order with regard to the interest of the spouse or former spouse.

**Employer** – An employer maintaining a 403(b) plan for its employees.

**[Employer Discretionary Contribution** - An Employer's contribution on behalf of a Participant's Account, other than an Employer Matching Contribution, which is made for the benefit of a Participant at the discretion of the Employer or pursuant to a written Plan or other arrangement. ] #16

**[Employer Matching Contribution** - An Employer's contribution to a Participant's Account, other than an Employer Discretionary Contribution, which is made for the benefit of a Participant on account of Salary Reduction Contributions or Roth Contributions.] #16

**[Exchange** - The transfer of assets from or to another Code Section 403(b) annuity contract or custody account pursuant to requirements of IRS Revenue Ruling 90-24 and applicable regulations under Section 403(b) or other applicable authority. ] #16

**Funds** - The underlying mutual funds in which the Separate Account invests.

**General Account** – All of our assets other than those in the Separate Account, or in any other separate investment account we establish. The General Account is available to our creditors.

**Good Order** – Authorized instructions given to us on such forms as we may require with such clarity and completeness that we are not required to exercise any discretion.

**Participant** – Any employee or former employee of an Employer or other individual with an account under this Contract.

**Participant Account** – An account under this Contract to which General Account values and Separate Account Accumulation Units are allocated on behalf of a Participant.

**Plan** - The 403(b) plan that is funded by this Contract.

**Premium Tax** - The tax or amount of tax, if any, charged by a state or municipality on premiums or Contract value.

**[Rollover Contribution]** - The rollover of all or any portion of an eligible rollover distribution from an eligible retirement plan to the Contract pursuant to the rollover provisions of the Code and subject to the provisions of the Plan, if any. Unless otherwise provided in the Plan, we will accept a direct rollover of a Roth elective deferral under a retirement plan described in Code Section 402A(e)(1), to the extent permitted under the rules of Code Section 402(c). ] #16

**[Roth Rollover Contribution]** - A direct rollover of all or a portion of an eligible rollover distribution of a Roth contribution under a Code Section 403(b) Plan to the extent permitted under the rules of Code Section 402(c) and Section 402A. ] #16

**[Roth Contribution]** - A contribution that the Employer makes on behalf of the Participant in accordance with a salary reduction agreement that is designated irrevocably in the salary reduction agreement as a "Roth" Contribution made in lieu of some or all of the Salary Reduction Contributions the Participant is otherwise eligible to make and treated by the Employer as includible in the Participant's taxable income at the time the Participant would have received that amount in cash if the Participant had not entered into the salary reduction agreement. ] #16

**[Salary Reduction Contribution]** - A contribution that the Employer makes on behalf of the Participant in accordance with a salary reduction agreement and is not designated as a Roth Contribution.] #16

**Separate Account** - An account we established to separate the assets funding the variable benefits for the class of contracts to which this Contract belongs from our other assets. The assets in the Separate Account are not chargeable with liabilities arising out of any other business we may conduct. The name of the Separate Account is shown in the Contract Specifications.

**Sub-Account** - The subdivisions of the Separate Account which are used to allocate your Contract value among the corresponding Funds.

**Surrender** – Any withdrawal of Contract values.

**Valuation Day** - Every day the New York Stock Exchange is open for trading. The value of a Separate Account is determined as of the close of the New York Stock Exchange (generally 4:00 p.m. Eastern Time) on such days.

**Valuation Period** - The period between close of trading on the New York Stock Exchange from one Valuation Day to the next.

**Variable Annuity** - A variable annuity is an annuity with payments decreasing or increasing in amount in accordance with the net investment result of the Sub-Account(s) in the Separate Account as described in "Valuation Provisions" at Section 6.0. After the first monthly payment for a variable annuity has been determined in accordance with the provisions of this Contract, a number of Annuity Units is determined by dividing that first monthly payment by the appropriate Annuity Unit value on the effective date of the annuity payments. Once variable annuity payments have begun, the number of Annuity Units remains fixed. The method of calculating the Annuity Unit value is described in the "Valuation Provisions" at Section 6.0.

## **Section 2.0      Contribution Provisions**

**2.1      Contributions:** You agree to send Plan Contributions to us each Contract Year on behalf of Participants by a method we deem acceptable. Contributions on behalf of Participants during a calendar year shall not exceed the allowable limitation under Section 402(g)(1) of the Code or, if applicable, 402(g)(7). Subject to the limitations and conditions of the Plan, if any, the following types of Contributions may be made to this Contract:

- [(a) Salary Reduction Contributions (including Catch-Up Contributions);
- (b) Post-tax Contributions;
- (c) Roth Contributions;
- (d) Employer Matching Contributions;
- (e) Employer Discretionary Contributions;
- (f) Exchanges;
- (g) Rollover Contributions; and
- (h) Roth Rollover Contributions. ] #17

**2.2      Separate Accounting:** All amounts attributable to #17[Salary Reduction Contributions, Roth Contributions (including rollover contributions), Employer Matching and Discretionary Contributions, Rollover Contributions], and Contributions made in excess of the limits under Code Section 415, will be maintained in separate accounts under the Contract (along with earnings thereon), and separate records will be kept for each such amounts.

**2.3      Allocation/Investment of Contributions During the Accumulation Period:** We agree to apply your Contributions to the General Account and/or to each Sub-Account under this Contract in accordance with your instructions. We apply the net Contribution to the General Account and/or to each Sub-Account under this Contract. The term “net Contribution” means the amount of your Contribution minus a charge for any applicable Premium Taxes that we determine are allocable to this Contract. The minimum amount of any Contribution that you may allocate to any Sub-Account or the General Account on behalf of any individual Participant is [1%] #18 of such Contribution, provided the dollar amount so allocated is not less than [\$10.00.]#18

## **2.4      Transfer or Re-Allocation of Contract Values within the Contract:**

(a)      You, and Participants if permitted by your Plan, may transfer Contract values between the Sub-Accounts and between the Sub-Accounts and the General Account under this Contract, subject to Section #15[5.4] and any other restrictions, policies, and procedures we establish relating to such transfers.

(b)      This Contract limits you and Participants to one financial transaction per Valuation Day which involves the movement of the same assets into or out of a particular Sub-Account.

(c)      You and Participants, if permitted by your Plan, may allocate or transfer Contract value between the Sub-Accounts during the Accumulation Period. However, we may establish, from time to time, restrictions, policies, and procedures relating to allocations or transfers between the Sub-Accounts, which we may modify or terminate at any time. We may, according to our then current policies and procedures, restrict or terminate allocation or transfer privileges if we determine, in our sole discretion, that you have engaged in a pattern of transfers that is disadvantageous or potentially harmful to other contract holders.



In addition, you agree that all purchase payments made to any Sub-Account, and all transfers of Contract value allocated to any Sub-Account, are subject to the policies and procedures established by the Sub-Account's underlying fund ("Fund") for the purpose of eliminating or reducing potentially harmful frequent or excessive trading in shares of the Fund ("Fund Policies"). Nothing in this Contract shall require us to honor any instructions to purchase Fund shares with respect to any Plan or Participant account in violation of Fund Policies. If we are aware that a purchase or transfer instruction for any Sub-Account would violate Fund Policies, we will consider such instructions to be not in good order.

With respect to any Fund, you acknowledge and agree that we will provide certain contract holders and Participant account information, including, but not limited to, taxpayer identification numbers, and the amount and dates of purchases, redemptions, transfers and exchanges of Fund shares resulting from transactions in the Sub-Accounts, to a Fund as requested by the Fund, in accordance with Rule 22c-2 under the Investment Company Act of 1940, as amended. If the Plan or any of its Participants engage in Sub-Account purchase or Sub-Account transfer activity that violates Fund Policies, you agree that the Company shall execute instructions from the Fund to restrict or prohibit additional purchase payments made to the Sub-Account for that Fund and transfers of Contract value to the Sub-Account for that Fund by the Plan or any of its Participants, in accordance with instructions from the Fund.

**2.5 No Transfer to Competing Funds:** This Contract does not allow transfers of Contract value directly between Competing Funds.

**2.6 Transfer or Re-Allocation of Contract Values to Approved Plan Related Investment Account:** If you make available an Approved Plan Related Investment Account, transfers may also be made between Participant Accounts under this Contract and an Approved Plan Related Investment Account.

**#19[2.7 Group Surrender Charge Offset:** If the initial Contribution made to this Contract consists of a transfer of funds held by the Plan under an investment vehicle issued by another investment provider and, by reason of such transfer, the Plan has paid, or will pay, a surrender charge, market value adjustment or other discontinuance charge to such other carrier, we will reimburse the Plan for such charge or adjustment for an amount not to exceed [7.00%] **#20** of transferred assets (hereinafter the "Group Surrender Charge Offset") as a benefit under this Contract. The Group Surrender Charge Offset will be credited to the Contract. You agree to provide us with allocation instructions for proper allocation of the Group Surrender Charge Offset under the Contract.]

### **Section 3.0 Contract Control Provisions**

**3.1 Exclusive Benefit:** This Contract is maintained for the exclusive benefit of Plan Participants and their Beneficiaries. Amounts under this Contract may not be used for or diverted to purposes other than the exclusive benefit of Participants and their Beneficiaries, except as permitted under applicable law. The preceding sentence does not limit our exercise of the rights granted to us by this Contract, including the right to deduct and retain amounts specified in the Contract.

**3.2 Compliance with Section 403(b):** This Contract is established under Section 403(b) of the Code for the benefit of the Participant and his or her Beneficiaries. This Contract shall be interpreted and administered in accordance with Code Section 403(b) and the applicable regulations thereunder.

**3.3 Owner:** You may exercise all the rights, privileges and options granted by this Contract or permitted by us and to agree with us to any amendment to the Contract. Rights, privileges and options granted by this Contract to you as Contract Owner are not granted to Participants and their Beneficiaries. You shall exercise this power in a manner consistent with the Plan adopted by you or the Employer for the exclusive benefit of Participants and Beneficiaries.

**3.4 Nonforfeitability:** Except as provided in any vesting schedule under the Plan, the Participant's rights to benefits provided under this Contract are, at all times, nonforfeitable.

**3.5 Assignment:** This Contract and amounts in Participant Accounts, are nontransferable and cannot be sold, assigned, or pledged as security, for a loan or for any other purpose to any person other than us, except with our consent and as permitted under the Code, other applicable law, and this Contract.

Your interest in this Contract as Contract Owner may be assigned only if we agree. You agree to give us such information as we reasonably request concerning any such proposed assignment. We assume no responsibility for the validity of any assignment.

**3.6 Incidental Benefit:** Distributions from and benefits under this Contract must satisfy the requirements relating to incidental benefits under Section 1.401-1(b)(1)(ii) of the Income Tax Regulations.

**3.7 Incontestability:** We cannot cancel this Contract because of any error of fact on the application at any time after two years from the Effective Date.

## **Section 4.0 General Provisions**

**4.1 The Contract:** This Contract, the application for the Contract, and any endorsements or riders, constitute the entire Contract. All statements in the application shall, in the absence of fraud, be deemed representations and not warranties. No statement shall void this Contract or be used in defense of a claim under it unless contained in the application. Contract Years are measured from the Contract Effective Date.

**4.2 Contract Modification:** This Contract may be modified at any time by written agreement between you and us. In addition, we may modify this Contract at any time to comply with applicable law. No modification may operate in a manner inconsistent with this Section and no modification will reduce the amount or change the terms of any annuities begun prior to the effective date of the modification, unless required by applicable laws. Any modification of this Contract requires the signature of our President, a Vice President, an Assistant Vice President or Secretary.

**4.3 Non-Participating:** This Contract does not share in our surplus earnings. That portion of the Separate Account assets equal to the reserves and other Contract liabilities are not chargeable with liabilities arising out of any other business we may conduct.

**4.4 Changes to the Funds and Separate Account:** Where permitted by applicable law, we may:

(a) add new Funds to the Separate Account as new Sub-Accounts;

(b) make Sub-Accounts (including new Sub-Accounts) available to such classes of Contracts as we may determine;

(c) cease to offer any Sub-Account (including closing a Sub-Account to new Contributions and transfers of Contract value) as necessary to respond to changes in applicable law, or any Fund-initiated changes, events or activity, including, but not limited to, Fund mergers, Fund liquidations, Fund closures or other Fund-initiated activity;

(d) combine separate accounts, including the Separate Account; and

(e) deregister the Separate Account under the Investment Company Act of 1940, if such registration is no longer required.

We will send Contract Owners any required notice of an applicable change to the Separate Account or a Fund's availability.

**4.5 Overpayments/Underpayments:** Any underpayments by us shall be made up immediately and any overpayments are first charged against future amounts payable.

**4.6 Reports to the Contract Owner:** We send you, and Participants if required by applicable law, copies of any shareholder reports of the Funds and of any other notices or documents required by law to be sent to you. At least annually, we send you a statement of the Contract value.

**4.7 Voting Rights:** We notify you, or Participants if required by applicable law, of any Fund shareholders' meetings at which the Fund shares held for your account may be voted. We send proxy materials and instructions for you to instruct us to vote the Fund shares held for your account. We arrange for the handling and tallying of proxies received from Contract Owners. We vote the Fund shares held by us in accordance with the instructions received from Contract Owners. You may attend any meeting, where shares held for your benefit are voted.

If you give no instructions or leave the manner of voting discretionary, we vote such shares of the appropriate Fund in the same proportion as shares of that Fund for which instructions are received. We also vote Fund shares held by us for our own account in this manner.

**4.8 Experience Credits:** We may apply experience credits under this Contract based on investment, administrative, mortality or other factors. Experience Credits may be applied, either prospectively or retrospectively, #21 [as a reduction in the deduction for the Program and Administrative Charge, a reduction in the amount of the Annual Maintenance Fee, a reduction in the term or amount of any applicable Contingent Deferred Sales Charges, an increase in the rate of interest credited under the Contract, or any combination of the foregoing]. We may apply and allocate experience credits in such manner as we deem appropriate for the class of contracts to which this Contract belongs within the state of issue. Any such credit will be computed for the contracts of the same class in accordance with our administrative practice consistently applied. Experience Credits may be discontinued in the event of a change in applicable factors.

**4.9 Payments for Plan Related Expenses:** If you direct and we agree, we may deduct amounts held under this Contract to pay certain administrative expenses or other Plan related expenses including, but

not limited to, fees to consultants, auditors, counsel, Hartford Life Insurance Company, its affiliates and any other Plan service providers. We call these payments “Payments for Plan Related Expenses”.

Such amounts are deducted under this Contract and paid to you or paid as you direct. We are under no obligation to determine whether payments for Plan related expenses are permissible under the Plan or applicable law. If we agree, amounts to be deducted pursuant to this Section may be included as an adjustment to the Program and Administrative Charge deducted from the Sub-Accounts. We do not assess a Contingent Deferred Sales Charge on Payments for Plan Related Expenses.

**4.10 Nonwaiver:** We may, in our sole discretion, elect not to exercise a right or reservation specified in this Contract. Such election shall not constitute a waiver of the right to exercise such right or reservation at any subsequent time, nor shall it constitute a waiver of any other provisions of the Contract.

**4.11 Certificate:** We will issue certificates to Participants if required by applicable law. We will issue for delivery to each person to whom annuity benefits are being paid pursuant to the terms of this Contract, a Certificate setting forth a statement in substance of the benefits to which such person is entitled under such Certificate.

**4.12 Misstatement of Age:** If the age of an annuitant has been misstated, the amount of the annuity payable by the Company shall be that provided by values under this Contract allocated to affect such annuity on the basis of the corrected information, without changing the date of the first payment of such annuity.

The amount of any underpayments or overpayments, with interest at a rate of 3% per annum, shall be credited to, or charged against, the current or next succeeding payment or payments to be made by the Company under the Certificate.

**4.13 Deactivation:** We may prohibit new Contributions under this Contract if we discontinue offering this Contract form to the public. We call this deactivation. If we deactivate this Contract, we will deactivate all contracts of this class issued to other contract owners. The date of deactivation will be effective on a date specified by us, provided that we will give you at least [ninety (90) days] **#10** written notice.

**4.14 Suspension of the Contract:** We may suspend this Contract upon [ninety (90) days] **#10** written notice to you if you fail to assent to any modifications described in Section 4.2 above. Once the Contract is suspended, we will not accept any more Contributions. Suspension of the Contract will not affect payments to be made by us under an Annuity that commenced prior to the date of suspension.

**4.15 Governing Law:** This Contract will be governed and construed in accordance with the laws of the state of issuance and any applicable federal laws.

**4.16 Plan Changes:** The Contract Owner will furnish the Company a copy of the Plan, if any, which is funded by this Contract. While this Contract remains in-force, the Contract Owner will also furnish a copy of each amendment to such Plan. The terms of the Plan in effect on the Effective Date of this Contract apply to this Contract. Plan amendments received by the Company will also apply to this Contract unless the Company notifies the Contract owner otherwise within [ninety (90) days] **#10** following its receipt of the Plan amendment.

**4.17 Required Minimum Distributions:** This Contract shall be operated in a manner that satisfies the minimum distribution rules set forth under Sections 403(b)(10) and 401(a)(9) of the Code and applicable regulations.

**#22 [4.18 Loans:** You may direct us to issue a loan on behalf of a Participant. Any loan made pursuant to this Section shall meet the requirements of Code Section 72(p). Loans may not be available in all states or may be subject to restrictions. The systematic withdrawal option described in **#15**[Section 7.4(e)] is not available to a Participant that has an outstanding loan.

Loans must be repaid according to the payment schedule set by the terms of a loan agreement. The loan agreement describes the terms, conditions, any fees or charges of the loan.]

**#23 [4.19 Rollovers:** Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect to have any portion of an eligible rollover distribution that is equal to at least \$500 paid directly to an eligible retirement plan specified by the Distributee in a direct rollover. If an eligible rollover distribution is less than \$500, a Distributee may not make the election described in the preceding sentence to rollover a portion of the eligible rollover distribution.

An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an eligible rollover distribution does not include (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint and last survivor expectancies) of the Distributee and their designated beneficiary, or for a specified period of ten years or more; (ii) any distribution to the extent such distribution is required under Code Section 401(a)(9); (iii) any hardship distribution; (iv) the portion of any other distribution(s) that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); (v) any other distribution(s) that is reasonably expected to total less than \$200 during a year; and (vi) any other amounts designated in published federal income tax guidance.

A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of Roth Contributions or other after-tax contributions that are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Code Section 408(a) or (b), respectively, or to a qualified defined contribution plan described in Code Sections 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of the distribution which is not so includible. If any portion of an eligible rollover distribution is attributable to payments or distributions from a designated Roth account (as defined in Code Section 402A), an eligible retirement plan with respect to such portion shall include only another designated Roth account of the individual from whose account the payments or distributions were made, or to a Roth IRA of such individual.

An eligible retirement plan is an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Contract, an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), an annuity contract described in Code Section 403(b), or a qualified plan described in Code Section 401(a), that accepts the

eligible rollover distribution. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order.]

#### **4.20 Restrictions on Surrenders:**

**(a) In General:** Surrenders from the Contract are only in accordance with the requirements of Code Section 403(b), the Income Tax Regulations, and the Plan. We have no responsibility to make any Surrender (including a loan) from this Contract until we have received instructions or information from the Employer or its designee in a form acceptable to us.

**(b) Restrictions on Salary Reduction Contributions:** Surrenders attributable to Salary Reduction Contributions, or to amounts transferred from custodial accounts described in Code Section 403(b)(7), shall not be paid from this Contract unless the Participant has (1) reached age 59½, (2) had a severance from employment, (3) died, (4) become disabled (within the meaning of Code Section 72(m)(7)), or (5) incurred a hardship (in which case such amounts shall be limited to actual Salary Reduction Contributions, excluding earnings thereon).

**#23 [(c) Restrictions on Employer Discretionary and Matching Contributions:** Withdrawals and other distributions attributable to Employer Discretionary and Matching Contributions shall not be paid from this Contract earlier than the Participant's severance from employment or upon the prior occurrence of some event, such as after a fixed number of years, the attainment of a stated age, or disability, as provided in the Plan.]

### **Section 5.0 Surrenders and Transfers**

**5.1 Surrenders Prior to the Annuity Commencement Date:** You, and Participants, if permitted by your Plan, may request a Surrender of Contract values at any time. We agree to pay Surrenders from the Contract, provided it is received in good order, as determined by the Company as a Benefit Payment. Surrenders shall be subject to any limitations and charges set forth in the Contract. A full Surrender of all Contract values under this Contract will be paid as provided in the Contract Termination Section of this Contract.

**5.2 Partial Surrenders Prior to the Annuity Commencement Date:** You, and Participants if permitted by your Plan, may request, in writing or by other means acceptable to us, a partial Surrender of Contract values at any time prior to Contract Termination. We agree to pay a partial Surrender from the Contract, provided it is received in good order, as determined by the Company as a Benefit Payment. We will deduct any applicable Contingent Deferred Sales Charge. Partial Surrenders may be paid in a single sum or in installment payments for a designated period. The frequency of payments and length of the designated period are determined by mutual agreement. We may also agree to other payment options not prohibited by the Plan.

**#23 [5.3 Surrenders on Account of Hardship:** Unless otherwise provided in the Plan, a Surrender of Contract values under Sections 5.1 and 5.2 may also be made on account of a hardship incurred by a Participant. Unless otherwise provided in the Plan, Surrenders on account of hardship may only be made under, and shall be subject to, the safe harbor hardship provisions of the Code, Section 403(b) and the regulations. ]

**#23a [5.4] General Account Transfer and Surrender Limitations:** This Contract does not allow transfers and Surrenders of General Account values prior to Contract Termination if the amount of any

transfer or Surrender from the General Account value of a Participant's Account in any Contract Year exceeds 1/6<sup>th</sup> of the General Account values under the Contract as of the end of the preceding Contract Year, unless we consent to the transfer or Surrender. This restriction does not apply to Benefit Payments.

**#23a [5.5] Payment of Separate Account Surrender Value:** We pay any request for Surrender of Contract values in the Sub-Accounts within seven days after we receive your written request in Good Order. However, we may postpone payment:

- (a) when the New York Stock Exchange is closed, or trading on the New York Stock Exchange is restricted;
- (b) when an emergency exists and as a result of which (1) disposal of the securities held in the Sub-Accounts is not reasonably practicable, or (2) it is not reasonably practicable for the value of the net assets of the Separate Account to be fairly determined; or
- (c) when the Securities and Exchange Commission may, by order, permit for the protection of Contract Owners. The conditions under which trading will be deemed to be restricted or an emergency is deemed to exist is determined by rules and regulations of the Securities and Exchange Commission.

## **Section 6.0 Valuation Provisions**

**6.1 Net Contributions:** The Net Contribution is equal to your Contribution minus any applicable taxes that we determine are allocable to this Contract. We apply the Net Contribution to the General Account or to purchase Accumulation Units in the Sub-Accounts that you have selected.

**6.2 General Account Values:** We determine your General Account values by crediting interest to amounts allocated to the General Account under your Contract. The provisions of this Contract for crediting interest are shown in the Contract Specifications.

**6.3 Sub-Account Values:** Sub-Account values are determined by multiplying the number of Accumulation Units by the Accumulation Unit Value.

(a) **Number of Accumulation Units:** We determine the number of Accumulation Units credited to each Sub-Account by dividing the Net Contribution allocated to a Sub-Account by the dollar value of one Accumulation Unit for the Sub-Account. The number of Accumulation Units is not affected by any subsequent change in the value of such Accumulation Units.

(b) **Accumulation Unit Value:** We determine Accumulation Unit values by taking the Accumulation Unit value for the prior Valuation Day and multiplying it by the "Net Investment Factor" for the current Valuation Day. The Net Investment Factor is used to measure the investment performance of a Sub-Account from one Valuation Day to the next. The Accumulation Unit value in any Sub-Account may increase or decrease from day to day based on the Net Investment Factor.

**6.4 Net Investment Factor:** This Contract provides for two methods for determining the Net Investment Factor. You chose the method that we use when you purchased the Contract.

(a) **Method One**

The Net Investment Factor for each Sub-Account equals:

- (1) the net asset value per share plus applicable distributions per share of the corresponding Fund at the end of the current Valuation Day; divided by
- (2) the net asset value per share of the corresponding Fund at the end of the prior Valuation Day; multiplied by
- (3) the daily expense factor for the Program and Administrative Charge and any other applicable charges adjusted for the number of days in the period.

If you select Method One, we deduct the Program and Administrative Charge, and any other applicable charges, when Accumulation Unit values are determined each Valuation Day.

**(b) Method Two**

The Net Investment Factor for each Sub-Account equals:

- (1) the net asset value per share of the corresponding Fund at the end of the current Valuation Day; divided by
- (2) the net asset value per share of the corresponding Fund at the end of the prior Valuation Day.

Under Method Two, the value of any applicable Fund distributions per share creates additional Accumulation Units. If you select Method Two, we deduct the Program and Administrative Charge, and any other applicable charges, each calendar quarter by redeeming Accumulation Units in proportion to the amount of the charges. We assess the charges as a percentage of the average daily assets of the Sub-Accounts during the quarter.

**6.5 Annuity Unit Values during the Annuity Period:** The value of an Annuity Unit for each Sub-Account in the Separate Account was set at an initial fixed value on the date the Sub-Account was initially established and for each day thereafter is determined by multiplying the value of the Annuity Unit for that Sub-Account on the preceding day by the product of (a) 0.999892 and (b) the net investment factor for that Sub-Account of the Separate Account for the day for which the annuity value is being calculated.

**Section 7.0 Annuity Provisions**

**7.1 Election of Annuity Options:** To the extent permitted under the Plan, you may elect on behalf of a Participant or Beneficiary, any of the Annuity Payout Options described below, or any other Annuity Payout Option being offered by us at the time of annuitization. In the absence of such election, the Second Option providing a life annuity with 120 monthly payments certain will apply. You may direct us to provide variable or fixed dollar annuity payments or a combination of both. The election of an Annuity Payout Option under #25a [Section 7.4(a) through (d)] is irrevocable and may not be surrendered after the Annuity Commencement Date.

Election of any of these options must be made in writing to us at least 30 days prior to the date such election is to become effective.



**7.2 Annuity Benefit:** If you make an Annuity Payout Option election, you must authorize us to make a withdrawal from the Contract Value in an amount specified by us to purchase the Annuity Payout Option you have elected. We will apply the amount withdrawn, less a charge for any applicable Premium Taxes, to purchase monthly income payments according to the Annuity Payout Option you have elected.

**7.3 Date of Payment:** The first annuity payment under any Annuity Payout Option shall be the date that you request and we approve.

**7.4 Annuity Payout Options:** The election of an Annuity Payout Option may not result in a payment less than #24 [\$20.00]. If, at any time, annuity payments are to become less than #24 [\$20.00], we may change the frequency of payment to intervals that will result in payments of at least #24 [\$20.00]. The types of Annuity Payout Options are:

- (a) **#25 [FIRST OPTION -- Life Annuity --** An annuity payable monthly during the lifetime of the Annuitant, ceasing with the last payment due prior to the death of the Annuitant.
- (b) **SECOND OPTION -- Life Annuity with 120, 180, or 240 Monthly payments Certain --** An annuity providing monthly income to the Annuitant for a fixed period of 120 months, 180 months, or 240 months (as selected), and for as long thereafter as the Annuitant shall live.
- (c) **THIRD OPTION - Cash Refund Life Annuity --** An annuity payable monthly during the lifetime of the Annuitant, ceasing with the last payment due prior to the death of the Annuitant provided that, at the death of the Annuitant, the Beneficiary may receive payments as provided in the Certificate.
- (d) **FOURTH OPTION - Joint and Last Survivor Life Annuity --** An annuity payable monthly during the joint lifetime of the Annuitant and a secondary payee, and thereafter during the remaining lifetime of the survivor, ceasing with the last payment prior to the death of the survivor.
- (e) **FIFTH OPTION-** Payments for a Designated Period -- An amount payable monthly for the number of years selected which may be from 5 to 30 years.
- (f) Any other payment options mutually agreed upon by us and the Contract Owner.]

**#26** [Under any of the Annuity Payout Options above, except the Fifth Option when paid on a variable basis, no surrenders are permitted once payments commence. Surrenders out of the Fifth Option will be subject to any applicable Contingent Deferred Sales Charge.]

**7.5 Annuity Rates:** The first annuity payment shall be based on rates derived from the #27 [1983A individual annuity mortality table with an assumed interest rate of 3% ]. The value of each Variable Annuity payment after the first is determined by multiplying the number of Annuity Units by the appropriate Annuity Unit value for each Sub-Account as of the fifth business day preceding the date the annuity payment is due.

## **Section 8.0      Death of Participant or Beneficiary**

**8.1      Withdrawals at Death:** In the event a Participant dies before his or her Annuity Commencement Date, a death benefit will be payable to the Beneficiary. The form of the death benefit payable to the Beneficiary(ies) will be subject to the limitations of the Plan, if any, and the terms of this Contract. The death benefit shall be equal to the Participant's Account value, reduced by any Premium Taxes not previously deducted, any unpaid fees or charges under the Contract, and any outstanding loan indebtedness.

In the event that a Participant dies after an annuity has been purchased from the Contract, the death benefit, if any, will be made in accordance with the terms of the annuity certificate.

## **Section 9.0      Contract Termination Provisions**

### **9.1      Notice and Date of Termination:**

(a) You may terminate this Contract at any time by giving us written notice. The "Date of Termination" is the later of: (i) the Valuation Day we receive your notice of termination in Good Order; or (ii) the date specified in such notice (or next following Valuation Day if the date so specified is not a Valuation Day).

(b) We may give you written notice that this Contract is to be terminated if the Plan does not qualify for special tax treatment under 403(a) or 403(b) of the Code. If we give you notice of termination under this Section 9.1(b), the notice will specify a Date of Termination that is at least **#10** [ninety (90) days] from the date of the notice. If the reason for the notice is corrected within those **#10** [ninety (90) days], we will retract the notice of termination. The Net Surrender Value, if any, of Contracts terminated under this Section 9.1(b) will be paid out in accordance with the provisions of Section 9.3 and 9.4.

**9.2      Effect of Contract Termination:** On and after the Date of Termination, no Contributions may be made. As of the Date of Termination, we reduce all Contract values in the following order by:

- (a) [charge for any applicable Premium Taxes not previously deducted;
- (b) the Annual Maintenance Fee as shown in the Contract Specifications;
- (c) any applicable Contingent Deferred Sales Charge as shown in the Contract Specifications; and
- (d) any other accrued and unpaid fees or charges under the Contract.] **#28**

We call the resulting Account Value the "Net Surrender Value". We pay the Net Surrender Value to the successor insurance company, trustee or custodian specified by the Contract Owner under Section 9.3 and 9.4 below.

**9.3      Payment of Separate Account Values after Contract Termination:** We pay the portion of your Net Surrender Value in the Separate Account within seven days after the Date of Termination, unless payment is deferred under Section [5.5], **#23a** or unless otherwise agreed to by you and us.

**9.4      Payment of General Account Values after Contract Termination:** You can elect to have us pay the portion of your Net Surrender Value in the General Account under **#29** [either the (a) Book Value Installment Alternative, (b) the Book Value Lump Sum Alternative, or (c) the Market Value Adjustment Lump Sum Alternative. Your election must be in writing. If you fail to make an election, we

pay the Net Surrender Value under the Market Value Adjustment Lump Sum Alternative at Section 9.4(c)].

**#29 [(a) Book Value Installment Alternative:** We pay the Net Surrender Value in **#30** [six (6)] equal installments, plus interest, annually over a period of **#31** [five (5)] years. We pay the first installment within **#32** [thirty (30)] days after the Date of Termination. We pay the remaining **#31** [five] installments, plus interest, on each anniversary of the Date of Termination. This Alternative does not allow any transfers or Surrenders, including transfers to an Approved Plan Related Investment Account or Benefit Payments. The **#30** [six (6)] installments are the only payments we make.

We credit the Net Surrender Value with interest at a rate of interest that will not be less than the Minimum Guaranteed Interest Rate per annum beginning on the Date of Termination.]

**#29 [(b) Book Value Lump Sum Alternative:** If you elect this Alternative during the **#32** [sixty (60)] day period before the end of the **#33** [current] Contract Year, we will pay the Net Surrender Value in one lump sum, such lump sum payment to be made not later than **#34** [twelve (12) months] after the end of the **#33** [current] Contract Year.

We credit the Net Surrender Value with interest at a rate of interest that will not be less than the Minimum Guaranteed Interest Rate per annum beginning on the Date of Termination. ]

**#29 [(c) Market Value Adjustment Lump Sum Alternative:** If you elect this Alternative, we will pay the discounted present value of the Book Value Installment Alternative described above at Section 9.4(a) in a single lump sum payment. We may defer payment for a period that is not longer than **#32** [thirty 30] days from the date you elect this Alternative in writing. The single lump sum payment will be equal to the greater of:

- (1) The present value of each of the installment payments discounted back to the Date of Termination at a rate equal to the annualized yield on the **#35** [U.S. Treasury Strip plus 75 basis points,] or
- (2) All Contributions to the Contract less all transfers and Surrenders from the Contract with interest on **#36** [90%] of this result accrued at a rate of interest that will not be less than the Minimum Guaranteed Interest Rate, less a charge for any applicable premium taxes and applicable Contingent Deferred Sales Charges.

However, the single lump sum will not exceed the Net Surrender Value.

**#35** [As used in this Section, “U.S. Treasury Strip” means an instrument reflecting stripped coupon interest issued on U.S. Treasury obligations. If no such instrument is available, then we will select a comparable substitute.

Also, for purposes of this Section, the applicable annualized yield is the yield in the U.S. Treasury Strip with a maturity date that is closest to the date on which such installment payment is due as published on the date next following the Date of Termination. We will select the source of such published rate.]]



**HARTFORD LIFE INSURANCE COMPANY**  
**1 Griffin Road, North**  
**WINDSOR, CONNECTICUT 06095-1512**

**Group Variable Annuity Contract**

**Nonparticipating**

ALL PAYMENTS AND VALUES PROVIDED BY THIS CONTRACT WHEN BASED ON INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT, ARE VARIABLE AND ARE NOT GUARANTEED AS TO A FIXED DOLLAR AMOUNT. [THIS CONTRACT CONTAINS A MARKET VALUE ADJUSTMENT FORMULA. APPLICATION OF THE FORMULA MAY RESULT IN A DOWNWARD ADJUSTMENT IN CASH SURRENDER BENEFITS.] #2

**GROUP VARIABLE ANNUITY CONTRACT  
PARTICIPATION CERTIFICATE**

**HARTFORD LIFE INSURANCE COMPANY**  
HARTFORD, CONNECTICUT  
(A stock life insurance company)

**1 Griffin Road, North  
Windsor, Connecticut 06095-1512  
Telephone: 1.800.771.3051**

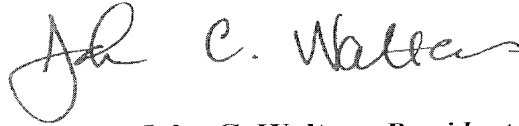
PLEASE READ THIS CERTIFICATE CAREFULLY. This certificate provides a summary of the Section 403(b) tax-sheltered Group Variable Annuity Contract (the "Contract") issued by Hartford Life Insurance Company. This certificate does not alter or change any of the terms of the Contract.

**#1[Participant's Name:  
Contract Number:  
Certificate Issue Date:  
Contract Owner:]**

Signed for the Company:[



**Donald C. Hunt, Secretary**



**John C. Walters, President**

**]#2**

**Participant Certificate for Group Variable Annuity Contract-Nonparticipating**

This certificate replaces any other certificate previously issued to you under the Contract.

ALL PAYMENTS AND VALUES PROVIDED BY THE CONTRACT WHEN BASED ON INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT, ARE VARIABLE AND ARE NOT GUARANTEED AS TO A FIXED DOLLAR AMOUNT. [THE CONTRACT CONTAINS A MARKET VALUE ADJUSTMENT FORMULA. APPLICATION OF THE FORMULA MAY RESULT IN A DOWNWARD ADJUSTMENT IN CASH SURRENDER BENEFITS.]#3



## CONTRACT SPECIFICATIONS

**General Account:** We credit new Contributions with interest at a rate we declare for the #4 [calendar quarter] in which they are received (the “Declared Interest Rate”). We will determine the Declared Interest Rate for any #4 [quarter] at our discretion. We guarantee the Declared Interest Rate applicable to any #4 [quarter] to the end of the applicable calendar year. We will declare any change in the Declared Interest Rate before the start of the #4 [quarter].

For each subsequent calendar year, we will credit existing General Account value with interest at a rate guaranteed for the entire year which will never be less than #5 [3%] (the “Minimum Guaranteed Interest Rate”). We will determine the Declared Interest Rate for a calendar year at the end of the preceding calendar year. We may, from time to time, credit interest rates in excess of the Minimum Guaranteed Interest Rate.

The Declared Interest Rate will not be less than the Minimum Guaranteed Interest Rate. We will determine the Minimum Guaranteed Interest Rate such that the Net Surrender Value shall meet or exceed the nonforfeiture amount pursuant to your state’s standard nonforfeiture law. In addition, we will determine the Minimum Guaranteed Interest Rate such that it shall meet or exceed the minimum nonforfeiture rate required by the applicable state’s standard nonforfeiture law.

**Separate Account: #6 [Hartford Life Insurance Company Separate Account Eleven]**

The Sub-Accounts available under this Contract are described in Schedule A. When Sub-Accounts are added, replaced or deleted, we may revise Schedule A to reflect such change, and provide you with a revised copy of Schedule A.

**Annual Maintenance Fee:**

**#7 [During the Accumulation Period: \$30 per Participant Account each calendar year]**

We deduct 25% of the Annual Maintenance Fee from the value of your Participant Account on the last Valuation Day of each calendar quarter. We will deduct 25% of the Annual Maintenance Fee from the proceeds of a full Surrender of your Participant Account if you Surrender it before the last Valuation Day of a calendar quarter. We deduct the Annual Maintenance Fee on a pro rata basis from the Sub-Accounts and General Account investments in your Participant Account.]

**Program and Administrative Charge:**

**During the Accumulation Period: #8 [ 1.25% per annum of the daily Sub-Account value]**

**During the Annuity Period: 1.25%**

We deduct the Program and Administrative Charge each calendar quarter. We assess the Charge as a percentage of the average daily assets of the Sub-Accounts during the quarter. We deduct the Charge by redeeming Accumulation Units in proportion to the amount of the Charge.

We may decrease the Program and Administrative Charge, and we may increase the Program and

Administrative Charge upon **#9** [90] days advance notice to the Contract Owner. The Charge will never exceed 2.00% per year.]

**#10 [Contingent Deferred Sales Charge:** We may assess a Contingent Deferred Sales Charge when you request a full or partial Surrender before the sixth Contract Year. The Contingent Deferred Sales Charge is a percentage of the amount of the Surrender, based on the number of Contract Years completed as set forth below:

<b><u>Contract Years</u></b>	<b><u>Charge</u></b>
During the 1 <sup>st</sup> year	5%
During the 2 <sup>nd</sup> year	4%
During the 3 <sup>rd</sup> year	3%
During the 4 <sup>th</sup> year	2%
During the 5 <sup>th</sup> year	1%
During the 6 <sup>th</sup> year and after	0% ]

**#11** [Effective for any Surrender or transfer initiated on or after 00/00/0000, the Contingent Deferred Sales Charge shall no longer be applicable to any amounts Surrendered on or after such date.]

No Contingent Deferred Sales Charge will be deducted from a Surrender that is certified by the Employer or its authorized designee in a form satisfactory to us to be for transfer to an Approved Plan Related Investment Account, a Benefit Payment or for Plan Related Expenses. A Benefit Payment is a Surrender on account of your:

**#12**

[(a) death;

(b) disability, if such disability would entitle you to receive social security disability benefits;

(c) confinement in a nursing home, provided you are confined immediately following at least ninety (90) days of continuous confinement in a hospital or long term care facility;

(d) severance from employment with the Employer;

(e) attainment of age 59 ½;

(f) required minimum distribution under the federal income tax laws;

(g) election of the Systematic Withdrawal Option;

(h) financial hardship as defined in the Plan or the Contract;

(i) election to take a loan;

(j) an in-service distribution allowed under the Plan;

(k) election to take a hardship distribution;

(l) election of an Annuity Payout under the Contract; or

(m) payment pursuant to a qualified domestic relations order]

**#13 [Charge for Premium Taxes:** We also deduct a charge for premium taxes, if applicable. On any amount under the Contract that is subject to premium tax, a charge in the amount of the tax will be deducted from Contributions when received or from the amount of a Surrender upon Surrender, or from the amount applied to effect an annuity at the time annuity payments commence.]



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## **Section 1.0      Contribution Provisions**

**1.1      Contributions:** The Contract Owner sends Plan Contributions to us each Contract Year on your behalf. **#15** [Contributions on your behalf during a calendar year shall not exceed the allowable limitation under Section 402(g)(1) of the Code or, if applicable, 402(g)(7). Subject to the terms of your Plan, the following types of Contributions may be made to the Contract:

- (a) Salary Reduction Contributions (including Catch-Up Contributions);
- (b) Post-tax Contributions;
- (c) Roth Contributions;
- (d) Employer Matching Contributions;
- (e) Employer Discretionary Contributions;
- (f) Exchanges;
- (g) Rollover Contributions; and
- (h) Roth Rollover Contributions. ]

**1.2      Separate Accounting: #15** [Salary Reduction Contributions, Roth Contributions (including rollover contributions), Employer Matching and Discretionary Contributions, Rollover Contributions, and] Contributions made in excess of the limits under Code Section 415, will be maintained in separate accounts under the Contract (along with earnings thereon), and separate records will be kept for each such amounts.

**1.3      Allocation/Investment of Contributions During the Accumulation Period:** We agree to apply Contributions to the General Account and/or to each Sub-Account under the Contract in accordance with instructions provided by you or the Contract owner. We apply the net Contribution to the General Account and/or to each Sub-Account under the Contract. The term “net Contribution” means the amount of the Contribution minus a charge for any applicable Premium Taxes that we determine are allocable to the Contract. The minimum amount of Contributions that you may allocate to any Sub-Account or the General Account is **#16** [1%] of such Contribution. The dollar allocated cannot be less than **#16** [\$10.00.]

### **1.4      Transfer or Re-Allocation of Contract Values within the Contract:**

(a)      The Contract Owner, and you if permitted by your Plan, may transfer Contract values between the Sub-Accounts and between the Sub-Accounts and the General Account under the Contract, subject to Section **#14** [4.4] and any other restrictions, policies, and procedures we establish relating to such transfers.

(b)      The Contract limits you to one financial transaction per Valuation Day which involves the movement of the same assets into or out of a particular Sub-Account.

(c) Contract value may be allocated between the Sub-Accounts during the Accumulation Period and after the Annuity Commencement Date. However, we may establish, from time to time, restrictions, policies, and procedures relating to allocations or transfers between the Sub-Accounts, which we may modify or terminate at any time. We may, according to our then current policies and procedures, restrict or terminate allocation or transfer privileges if we determine, in our sole discretion, that you have engaged in a pattern of transfers that is disadvantageous or potentially harmful to other contract holders.

In addition, you agree that all purchase payments made to any Sub-Account, and all transfers of Contract value allocated to any Sub-Account, are subject to the policies and procedures established by the Sub-Account's underlying fund ("Fund") for the purpose of eliminating or reducing potentially harmful frequent or excessive trading in shares of the Fund ("Fund Policies"). Nothing in the Contract shall require us to honor any instructions to purchase Fund shares with respect to any Plan or Participant account in violation of Fund Policies. If we are aware that a purchase or transfer instruction for any Sub-Account would violate Fund Policies, we will consider such instructions to be not in good order.

With respect to any Fund, you acknowledge and agree that we will provide certain Participant account information, including, but not limited to, taxpayer identification numbers, and the amount and dates of purchases, redemptions, transfers and exchanges of Fund shares resulting from transactions in the Sub-Accounts, to a Fund as requested by the Fund, in accordance with Rule 22c-2 under the Investment Company Act of 1940, as amended. If you engage in Sub-Account purchase or Sub-Account transfer activity that violates Fund Policies, you agree that the Company shall execute instructions from the Fund to restrict or prohibit additional purchase payments made to the Sub-Account for that Fund and transfers of Contract value to the Sub-Account for that Fund by you, in accordance with instructions from the Fund.

**1.5 No Transfer to Competing Funds:** You may not transfer Contract value directly between Competing Funds.

**1.6 Transfer or Re-Allocation of Contract Values to Approved Plan Related Investment Account:** If the Contract Owner makes available an Approved Plan Related Investment Account, you may also transfer a portion of your Contract value to an Approved Plan Related Investment Account.

## **Section 2.0 Contract Control Provisions**

**2.1 Exclusive Benefit:** The Contract is maintained for the exclusive benefit of you and your Beneficiaries. Amounts under the Contract may not be used for or diverted to purposes other than the exclusive benefit of you and your Beneficiaries, except as permitted under applicable law. The preceding sentence does not limit our exercise of the rights granted to us by the Contract, including the right to deduct and retain amounts specified in the Contract.

**2.2 Compliance with Section 403(b):** The Contract is established under Section 403(b) of the Code for the benefit of you and your Beneficiaries. The Contract shall be interpreted and administered in accordance with Code Section 403(b) and applicable regulations.

**2.3 Owner:** The Contract Owner may exercise all the rights, privileges and options granted by the Contract or permitted by us and to agree with us to any amendment to the Contract. Rights, privileges and options granted by the Contract to the Contract Owner are not granted to you and your Beneficiaries.

The Contract Owner is required to exercise this power in a manner consistent with the Plan for the exclusive benefit of you and your Beneficiaries.

**2.4 Nonforfeitability:** Except as provided in any vesting schedule under the Plan, your rights to benefits provided under the Contract are, at all times, nonforfeitable.

**2.5 Assignment:** The Contract and amounts in your Participant Account, are nontransferable and cannot be sold, assigned, or pledged as security, for a loan or for any other purpose to any person other than us, except with our consent and as permitted under the Code, other applicable law, and the Contract.

The Contract Owner's interest in the Contract may be assigned only if we agree. The Contract Owner agrees to give us information we reasonably request concerning any proposed assignment. We assume no responsibility for the validity of any assignment.

**2.6 Incidental Benefit:** Distributions from and benefits under the Contract must satisfy the requirements relating to incidental benefits under Section 1.401-1(b)(1)(ii) of the Income Tax Regulations.

**2.7 Incontestability:** We cannot cancel the Contract because of any error of fact on the application at any time after two years from the Effective Date.

### **Section 3.0 General Provisions**

**3.1 The Contract:** The Contract, the application for the Contract, and any endorsements or riders, constitute the entire Contract. All statements in the application shall, in the absence of fraud, be deemed representations and not warranties. No statement shall void the Contract or be used in defense of a claim under it unless contained in the application. Contract Years are measured from the Contract Effective Date.

**3.2 Contract Modification:** The Contract may be modified at any time by written agreement between the Contract Owner and us. In addition, we may modify the Contract at any time to comply with applicable law. No modification may operate in a manner inconsistent with this Section and no modification will reduce the amount or change the terms of any annuities begun prior to the effective date of the modification, unless required by applicable laws. Any modification of the Contract requires the signature of our President, a Vice President, an Assistant Vice President or Secretary.

**3.3 Non-Participating:** The Contract does not share in our surplus earnings. That portion of the Separate Account assets equal to the reserves and other Contract liabilities are not chargeable with liabilities arising out of any other business we may conduct.

**3.4 Changes to the Funds and Separate Account:** Where permitted by applicable law, we may:

(a) add new Funds to the Separate Account as new Sub-Accounts;

(b) make Sub-Accounts (including new Sub-Accounts) available to such classes of Contracts as we may determine;

(c) cease to offer any Sub-Account (including closing a Sub-Account to new Contributions and transfers of Contract value) as necessary to respond to changes in applicable law, or any Fund-initiated changes, events or activity, including, but not limited to, Fund mergers, Fund liquidations, Fund closures or other Fund-initiated activity;

(d) combine separate accounts, including the Separate Account; and

(e) deregister the Separate Account under the Investment Company Act of 1940, if such registration is no longer required.

We will send Contract Owners any required notice of an applicable change to the Separate Account or a Fund's availability.

**3.5 Overpayments/Underpayments:** Any underpayments by us shall be made up immediately and any overpayments are first charged against future amounts payable.

**3.6 Reports to the Contract Owner:** We send the Contract Owner, and you if required by applicable law, copies of any shareholder reports of the Funds and of any other notices or documents required by law to be sent. At least annually, we send the Contract Owner a statement of the Contract value.

**3.7 Voting Rights:** We notify the Contract Owner, or you if required by applicable law, of any Fund shareholders' meetings at which the Fund shares held for your account may be voted. We send proxy materials and instructions for the Contract Owner to instruct us to vote the Fund shares held for your account. We arrange for the handling and tallying of proxies received from Contract Owners. We vote the Fund shares held by us in accordance with the instructions received from Contract Owners. You may attend any meeting, where shares held for your benefit are voted.

If the Contract Owner gives no instructions or leave the manner of voting discretionary, we vote such shares of the appropriate Fund in the same proportion as shares of that Fund for which instructions are received. We also vote Fund shares held by us for our own account in this manner.

**3.8 Experience Credits:** We may apply experience credits under the Contract based on investment, administrative, mortality or other factors. Experience Credits may be applied, either prospectively or retrospectively, #17 [as a reduction in the deduction for the Program and Administrative Charge, a reduction in the amount of the Annual Maintenance Fee, a reduction in the term or amount of any applicable Contingent Deferred Sales Charges, an increase in the rate of interest credited under the Contract, or any combination of the foregoing]. We may apply and allocate experience credits in such manner as we deem appropriate for the class of contracts to which the Contract belongs within the state of issue. Any such credit will be computed for the contracts of the same class in accordance with our administrative practice consistently applied. Experience Credits may be discontinued in the event of a change in applicable factors.

**3.9 Payments for Plan Related Expenses:** If the Contract Owner directs and we agree, we may deduct amounts held under the Contract to pay certain administrative expenses or other Plan related expenses including, but not limited to, fees to consultants, auditors, counsel, Hartford Life Insurance Company, its affiliates and any other Plan service providers. We call these payments "Payments for Plan Related Expenses". Such amounts are deducted under the Contract and paid to the Contract Owner or

paid as the Contract Owner directs. We are under no obligation to determine whether payments for Plan related expenses are permissible under the Plan or applicable law. If we agree, amounts to be deducted pursuant to this Section may be included as an adjustment to the Program and Administrative Charge deducted from the Sub-Accounts. We do not assess a Contingent Deferred Sales Charge on Payments for Plan Related Expenses.

**3.10 Nonwaiver:** We may, in our sole discretion, elect not to exercise a right or reservation specified in the Contract. Such election shall not constitute a waiver of the right to exercise such right or reservation at any subsequent time, nor shall it constitute a waiver of any other provisions of the Contract.

**3.11 Misstatement of Age:** If the age of an annuitant has been misstated, the amount of the annuity payable by the Company shall be that provided by values under the Contract allocated to affect such annuity on the basis of the corrected information, without changing the date of the first payment of such annuity.

The amount of any underpayments or overpayments, with interest at a rate of 3% per annum, shall be credited to, or charged against, the current or next succeeding payment or payments to be made by the Company under this Certificate.

**3.12 Deactivation:** We may prohibit new Contributions under the Contract if we discontinue offering the Contract form to the public. We call this deactivation. If we deactivate the Contract, we will deactivate all contracts of this class issued to other contract owners. The date of deactivation will be effective on a date specified by us, provided that we will give the Contract Owner at least **#9** [ninety (90) days] written notice.

**3.13 Suspension of the Contract:** We may suspend the Contract upon **#9** [ninety (90) days] written notice to the Contract Owner if the Contract Owner fails to assent to any modifications described in Section 3.2 above. Once the Contract is suspended, we will not accept any more Contributions. Suspension of the Contract will not affect payments to be made by us under an Annuity that commenced prior to the date of suspension.

**3.14 Governing Law:** This Certificate will be governed and construed in accordance with the laws of the state of issuance and any applicable federal laws.

**3.15 Plan Changes:** The Contract Owner will furnish the Company a copy of the Plan, if any, which is funded by the Contract. While the Contract remains in-force, the Contract Owner will also furnish a copy of each amendment to such Plan. The terms of the Plan in effect on the Effective Date of the Contract apply to the Contract. Plan amendments received by the Company will also apply to the Contract unless the Company notifies the Contract owner otherwise within **#9** [ninety (90) days] following its receipt of the Plan amendment.

**3.16 Required Minimum Distributions:** The Contract shall be operated in a manner that satisfies the minimum distribution rules set forth under Sections 403(b)(10) and 401(a)(9) of the Code and applicable regulations.

**#18**

**[3.17 Loans:** The Contract Owner may direct us to issue you a loan. Any loan made pursuant to this Section shall meet the requirements of Code Section 72(p). Loans may not be available in all states or may be

subject to restrictions. The systematic withdrawal option described in [Section 6.4(e)] **#14** is not available to you if you have an outstanding loan.

Loans must be repaid according to the payment schedule set by the terms of a loan agreement. The loan agreement describes the terms, conditions, any fees or charges of the loan.]

**#19**

**[3.18 Rollovers:** Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect to have any portion of an eligible rollover distribution that is equal to at least \$500 paid directly to an eligible retirement plan specified by the Distributee in a direct rollover. If an eligible rollover distribution is less than \$500, a Distributee may not make the election described in the preceding sentence to rollover a portion of the eligible rollover distribution.

An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an eligible rollover distribution does not include (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint and last survivor expectancies) of the Distributee and their designated beneficiary, or for a specified period of ten years or more; (ii) any distribution to the extent such distribution is required under Code Section 401(a)(9); (iii) any hardship distribution; (iv) the portion of any other distribution(s) that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); (v) any other distribution(s) that is reasonably expected to total less than \$200 during a year; and (vi) any other amounts designated in published federal income tax guidance.

A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of Roth Contributions or other after-tax contributions that are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Code Section 408(a) or (b), respectively, or to a qualified defined contribution plan described in Code Sections 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of the distribution which is not so includible. If any portion of an eligible rollover distribution is attributable to payments or distributions from a designated Roth account (as defined in Code Section 402A), an eligible retirement plan with respect to such portion shall include only another designated Roth account of the individual from whose account the payments or distributions were made, or to a Roth IRA of such individual.

An eligible retirement plan is an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from the Contract, an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), an annuity contract described in Code Section 403(b), or a qualified plan described in Code Section 401(a), that accepts the eligible rollover distribution. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order.]

### **3.19 Restrictions on Surrenders:**

**(a) In General:** Surrenders from the Contract are only in accordance with the requirements of Code Section 403(b), the Income Tax Regulations, and the Plan. We have no responsibility to make any Surrender (including a loan) from the Contract until we have received instructions or information from the Employer or its designee in a form acceptable to us.

**(b) Restrictions on Salary Reduction Contributions:** Surrenders attributable to Salary Reduction Contributions, or to amounts transferred from custodial accounts described in Code Section 403(b)(7), shall not be paid from the Contract unless you have (1) reached age 59½, (2) had a severance from employment, (3) died, (4) become disabled (within the meaning of Code Section 72(m)(7)), or (5) incurred a hardship (in which case such amounts shall be limited to actual Salary Reduction Contributions, excluding earnings thereon).

**(c) Restrictions on Employer Discretionary and Matching Contributions:** Withdrawals and other distributions attributable to Employer Discretionary and Matching Contributions shall not be paid from the Contract earlier than your severance from employment or upon the prior occurrence of some event, such as after a fixed number of years, the attainment of a stated age, or disability, as provided in the Plan. ] #19

## **Section 4.0 Surrenders and Transfers**

**4.1 Surrenders Prior to the Annuity Commencement Date:** The Contract Owner, and you, if permitted by your Plan, may request a Surrender of Contract values at any time. We agree to pay Surrenders from the Contract, provided it is received in good order, as determined by the Company as a Benefit Payment. Surrenders shall be subject to any limitations and charges set forth in the Contract. A full Surrender of all Contract values under the Contract will be paid as provided in the Contract Termination Section of the Contract.

**4.2 Partial Surrenders Prior to the Annuity Commencement Date:** The Contract Owner, and you if permitted by your Plan, may request, in writing or by other means acceptable to us, a partial Surrender of Contract values at any time prior to Contract Termination. We agree to pay a partial Surrender from the Contract, provided it is received in good order, as determined by the Company as a Benefit Payment. We will deduct any applicable Contingent Deferred Sales Charge. Partial Surrenders may be paid in a single sum or in installment payments for a designated period. The frequency of payments and length of the designated period are determined by mutual agreement. We may also agree to other payment options not prohibited by the Plan.

#19

**[4.3 Surrenders on Account of Hardship:** Unless otherwise provided in the Plan, a Surrender of Contract values under Sections 4.1 and 4.2 may also be made if you incur a hardship. Unless otherwise provided in the Plan, Surrenders on account of hardship may only be made under, and shall be subject to, the safe harbor hardship provisions of the Code, Section 403(b) and the regulations. ]

#20

**[4.4] General Account Transfer and Surrender Limitations:** The Contract does not allow transfers and Surrenders of General Account values prior to Contract Termination if the amount of any transfer or Surrender from the General Account value of your Participant Account in any Contract Year exceeds



1/6<sup>th</sup> of the General Account values under the Contract as of the end of the preceding Contract Year, unless we consent to the transfer or Surrender. This restriction does not apply to Benefit Payments.

#20

**[4.5] Payment of Separate Account Surrender Value:** We pay any request for Surrender of Contract values in the Sub-Accounts within seven days after we receive your written request in Good Order. However, we may postpone payment:

- (a) when the New York Stock Exchange is closed, or trading on the New York Stock Exchange is restricted;
- (b) when an emergency exists and as a result of which (1) disposal of the securities held in the Sub-Accounts is not reasonably practicable, or (2) it is not reasonably practicable for the value of the net assets of the Separate Account to be fairly determined; or
- (c) when the Securities and Exchange Commission may, by order, permit for the protection of Contract Owners. The conditions under which trading will be deemed to be restricted or an emergency is deemed to exist is determined by rules and regulations of the Securities and Exchange Commission.

## **Section 5.0 Valuation Provisions**

**5.1 Net Contributions:** The Net Contribution is equal to your Contribution minus any applicable taxes that we determine are allocable to the Contract. We apply the Net Contribution to the General Account or to purchase Accumulation Units in the Sub-Accounts that have been selected.

**5.2 General Account Values:** We determine the General Account value by crediting interest to amounts allocated to the General Account under the Contract. The provisions of the Contract for crediting interest are shown in the Contract Specifications.

**5.3 Sub-Account Values:** Sub-Account values are determined by multiplying the number of Accumulation Units by the Accumulation Unit Value.

(a) **Number of Accumulation Units:** We determine the number of Accumulation Units credited to each Sub-Account by dividing the Net Contribution allocated to a Sub-Account by the dollar value of one Accumulation Unit for the Sub-Account. The number of Accumulation Units is not affected by any subsequent change in the value of such Accumulation Units.

(b) **Accumulation Unit Value:** We determine Accumulation Unit values by taking the Accumulation Unit value for the prior Valuation Day and multiplying it by the “Net Investment Factor” for the current Valuation Day. The Net Investment Factor is used to measure the investment performance of a Sub-Account from one Valuation Day to the next. The Accumulation Unit value in any Sub-Account may increase or decrease from day to day based on the Net Investment Factor.

## **5.4 Net Investment Factor:**

#20a

[The Net Investment Factor for each Sub-Account equals:

- (1) the net asset value per share plus applicable distributions per share of the corresponding Fund at the end of the current Valuation Day; divided by
- (2) the net asset value per share of the corresponding Fund at the end of the prior Valuation Day; multiplied by

- (3) the daily expense factor for the Program and Administrative Charge and any other applicable charges adjusted for the number of days in the period.

The Program and Administrative Charge, and any other applicable charges are deducted when Accumulation Unit values are determined each Valuation Day. ]

**#20a**

[The Net Investment Factor for each Sub-Account equals:

- (1) the net asset value per share of the corresponding Fund at the end of the current Valuation Day; divided by
- (2) the net asset value per share of the corresponding Fund at the end of the prior Valuation Day.

The value of any applicable Fund distributions per share creates additional Accumulation Units. The Program and Administrative Charge, and any other applicable charges, each calendar quarter are deducted by redeeming Accumulation Units in proportion to the amount of the charges. We assess the charges as a percentage of the average daily assets of the Sub-Accounts during the quarter. ]

**5.5 Annuity Unit Values during the Annuity Period:** The value of an Annuity Unit for each Sub-Account in the Separate Account was set at an initial fixed value on the date the Sub-Account was initially established and for each day thereafter is determined by multiplying the value of the Annuity Unit for that Sub-Account on the preceding day by the product of (a) 0.999892 and (b) the net investment factor for that Sub-Account of the Separate Account for the day for which the annuity value is being calculated.

## **Section 6.0 Annuity Provisions**

**6.1 Election of Annuity Options:** To the extent permitted under the Plan, the Contract Owner may elect on behalf of a Participant or Beneficiary, any of the Annuity Payout Options described below, or any other Annuity Payout Option being offered by us at the time of annuitization. In the absence of such election, the Second Option providing a life annuity with 120 monthly payments certain will apply. The Contract Owner may direct us to provide variable or fixed dollar annuity payments or a combination of both. The election of an Annuity Payout Option under **#21** [Section 6.4(a) through (d)] is irrevocable and may not be surrendered after the Annuity Commencement Date.

Election of any of these options must be made in writing to us at least 30 days prior to the date such election is to become effective.

**6.2 Annuity Benefit:** If the Contract Owner makes an Annuity Payout Option election, the Contract Owner must authorize us to make a withdrawal from the Contract Value in an amount specified by us to purchase the Annuity Payout Option you have elected. We will apply the amount withdrawn, less a charge for any applicable Premium Taxes, to purchase monthly income payments according to the Annuity Payout Option elected.

**6.3 Date of Payment:** The first annuity payment under any Annuity Payout Option shall be the date that the Contract Owner requests and we approve.

**6.4 Annuity Payout Options:** The election of an Annuity Payout Option may not result in a payment less than #22 [\$20.00]. If, at any time, annuity payments are to become less than #22 [\$20.00], we may change the frequency of payment to intervals that will result in payments of at least #22 [\$20.00]. The types of Annuity Payout Options are:

- (a) **#23 [FIRST OPTION -- Life Annuity --** An annuity payable monthly during the lifetime of the Annuitant, ceasing with the last payment due prior to the death of the Annuitant.
- (b) **SECOND OPTION -- Life Annuity with 120, 180, or 240 Monthly payments Certain --** An annuity providing monthly income to the Annuitant for a fixed period of 120 months, 180 months, or 240 months (as selected), and for as long thereafter as the Annuitant shall live.
- (c) **THIRD OPTION - Cash Refund Life Annuity --** An annuity payable monthly during the lifetime of the Annuitant, ceasing with the last payment due prior to the death of the Annuitant provided that, at the death of the Annuitant, the Beneficiary may receive payments as provided in the annuity certificate.
- (d) **FOURTH OPTION - Joint and Last Survivor Life Annuity --** An annuity payable monthly during the joint lifetime of the Annuitant and a secondary payee, and thereafter during the remaining lifetime of the survivor, ceasing with the last payment prior to the death of the survivor.
- (e) **FIFTH OPTION-** Payments for a Designated Period -- An amount payable monthly for the number of years selected which may be from 5 to 30 years.
- (f) Any other payment options mutually agreed upon by the Company and the Contract Owner.]

**#24** [Under any of the Annuity Payout Options above, except the Fifth Option when paid on a variable basis, no surrenders are permitted once payments commence. Surrenders out of the Fifth Option will be subject to any applicable Contingent Deferred Sales Charge.]

**6.5 Annuity Rates:** The first annuity payment shall be based on rates derived from the 1983A individual annuity mortality table with an assumed interest rate of #25 [ 3% ]. The value of each Variable Annuity payment after the first is determined by multiplying the number of Annuity Units by the appropriate Annuity Unit value for each Sub-Account as of the fifth business day preceding the date the annuity payment is due.

## **Section 7.0 Death of Participant**

**7.1 Withdrawals at Death:** In the event you die before your Annuity Commencement Date, a death benefit will be payable to your Beneficiary. The form of the death benefit payable to the Beneficiary(ies) will be subject to the limitations of the Plan, if any, and the terms of the Contract. The death benefit shall be equal to your Participant Account value, reduced by any Premium Taxes not previously deducted, any unpaid fees or charges under the Contract, and any outstanding loan indebtedness.

In the event that you die after an annuity has been purchased from the Contract, the death benefit, if any, will be made in accordance with the terms of the annuity certificate.

## **Section 8.0 Contract Termination Provisions**

### **8.1 Notice and Date of Termination:**

(a) The Contract Owner may terminate the Contract at any time by giving us written notice. The “Date of Termination” is the later of: (i) the Valuation Day we receive notice of termination in Good Order; or (ii) the date specified in such notice (or next following Valuation Day if the date so specified is not a Valuation Day).

(b) We may give the Contract Owner written notice that the Contract is to be terminated if the Plan does not qualify for special tax treatment under 403(a) or 403(b) of the Code. If we give the Contract Owner notice of termination under this Section 8.1(b), the notice will specify a Date of Termination that is at least #9 [ninety (90) days] from the date of the notice. If the reason for the notice is corrected within those #9 [ninety (90) days], we will retract the notice of termination. The Net Surrender Value, if any, of Contracts terminated under this Section 8.1(b) will be paid out in accordance with the provisions of Section 8.3 and 8.4.

**8.2 Effect of Contract Termination:** On and after the Date of Termination, no Contributions may be made. As of the Date of Termination, we reduce all Contract values in the following order by:

- (a) #26 [charge for any applicable Premium Taxes not previously deducted;
- (b) the Annual Maintenance Fee as shown in the Contract Specifications;
- (c) any applicable Contingent Deferred Sales Charge as shown in the Contract Specifications; and
- (d) any other accrued and unpaid fees or charges under the Contract.]

We call the resulting Account Value the “Net Surrender Value”. We pay the Net Surrender Value to the successor insurance company, trustee or custodian specified by the Contract Owner under Section 8.3 and 8.4 below.

**8.3 Payment of Separate Account Values after Contract Termination:** We pay the portion of the Net Surrender Value in the Separate Account within seven days after the Date of Termination, unless payment is deferred under Section [4.5], #20 or unless otherwise agreed to by the Contract Owner and us.

**8.4 Payment of General Account Values after Contract Termination:** The Contract Owner can elect to have us pay the portion of your Net Surrender Value in the General Account under #27 [either the (a) Book Value Installment Alternative, (b) the Book Value Lump Sum Alternative, or (c) the Market Value Adjustment Lump Sum Alternative. The Contract Owner’s election must be in writing. If the Contract Owner fails to make an election, we pay the Net Surrender Value under the Market Value Adjustment Lump Sum Alternative at Section 8.4(c)].

**#27**

[(a) **Book Value Installment Alternative:** We pay the Net Surrender Value in #28 [six (6)] equal installments, plus interest, annually over a period of #29 [five (5)] years. We pay the first installment within #30 [thirty (30)] days after the Date of Termination. We pay the remaining #29 [five] installments, plus interest, on each anniversary of the Date of Termination. This Alternative does not allow any transfers or Surrenders, including transfers to an Approved Plan Related Investment Account or Benefit Payments. The #28 [six (6)] installments are the only payments we make.

We credit the Net Surrender Value with interest at a rate of interest that will not be less than the Minimum Guaranteed Interest Rate per annum beginning on the Date of Termination.]

**#27**

**[(b) Book Value Lump Sum Alternative:** If the Contract Owner elects this Alternative during the **#30** [sixty (60)] day period before the end of the **#31** [current] Contract Year, we will pay the Net Surrender Value in one lump sum, such lump sum payment to be made not later than **#32** [twelve (12) months] after the end of the **#31** [current] Contract Year.

We credit the Net Surrender Value with interest at a rate of interest that will not be less than the Minimum Guaranteed Interest Rate per annum beginning on the Date of Termination. ]

**#27**

**[(c) Market Value Adjustment Lump Sum Alternative:** If the Contract Owner elects this Alternative, we will pay the discounted present value of the Book Value Installment Alternative described above at Section 8.4(a) in a single lump sum payment. We may defer payment for a period that is not longer than **#30** [thirty 30] days from the date the Contract Owner elects this Alternative in writing. The single lump sum payment will be equal to the greater of:

(1) The present value of each of the installment payments discounted back to the Date of Termination at a rate equal to the annualized yield on the **#33** [U.S. Treasury Strip plus 75 basis points,] or

(2) All Contributions to the Contract less all transfers and Surrenders from the Contract with interest on **#34** [90%] of this result accrued at a rate of interest that will not be less than the Minimum Guaranteed Interest Rate, less a charge for any applicable premium taxes and applicable Contingent Deferred Sales Charges.

However, the single lump sum will not exceed the Net Surrender Value.

**#33**

[As used in this Section, “U.S. Treasury Strip” means an instrument reflecting stripped coupon interest issued on U.S. Treasury obligations. If no such instrument is available, then we will select a comparable substitute.

Also, for purposes of this Section, the applicable annualized yield is the yield in the U.S. Treasury Strip with a maturity date that is closest to the date on which such installment payment is due as published on the date next following the Date of Termination. We will select the source of such published rate.]]

## **Section 9.0 Definitions**

**Accumulation Unit** – An accounting unit of measure we use to calculate Sub-Account values under the Contract before Annuity Payouts begin. We determine this value by using the method described in Section 5.

**Administrative Office** – Located at 1 Griffin Road North, Windsor, CT 06095-1512. Our mailing address is P.O. Box 1583, Hartford, CT 06144-1583 or, for overnight mail, 1 Griffin Road North, Windsor, CT, 06095-1512.

**Annuitant** – The individual whose life shall serve as the measuring life for purposes of Annuity Payouts under the Contract.

**Annuity Commencement Date** – The date we start to make Annuity Payouts with respect to a Participant or Beneficiary.

**Annuity Unit** - An accounting unit of measure we use to calculate the value of annuity payments under a Variable Annuity Payout Option.

**Approved Plan Related Investment Account** – Any Participant-directed investment account under the Plan that is identified by you and accepted by us for the purpose of Participant-directed transfers of amounts from the Contract for investment outside the Contract.

**Beneficiary** - The designated person who is entitled to receive benefits under the Plan after the death of a Participant, subject to any additional rules set forth in the Plan. Unless otherwise provided by the Plan, if no Beneficiary is designated, the Participant's estate is the Beneficiary.

**Benefit Payment** – Any amount to which a Participant becomes entitled as defined in the Contract Specifications. Amounts Surrendered for transfer to the funding vehicle of another investment provider or on account of the termination of the Plan are not Benefit Payments.

**#35**

**[Catch-up Contribution** - A Salary Reduction Contribution or Roth Contribution made on behalf of a Participant who will attain age fifty or more by the end of the calendar year which is in excess of a statutory limit, consistent with the requirements of Code Section 414(v). Catch-up Contributions shall also include Contributions made on behalf of a Participant consistent with the requirements of Code Section 402(g)(8). ]

**Code** - The Internal Revenue Code of 1986, as amended, including the Treasury Regulations and any other guidance thereunder, and any successor law.

**Company, we, our or us** - Hartford Life Insurance Company.

**#35**

**[Competing Fund** – A fund with similar investment objectives, duration or market volatility to our General Account. Such funds shall include fixed accounts of annuity contracts or funding agreements, money market funds, short-term bond funds, short-term lifecycle funds, stable value funds, or any other fund with similar investment objectives, duration or market volatility. Such funds shall also include individual brokerage accounts and, if we are not the exclusive provider of funding for the Plan, all funds, annuity contracts or funding agreements of other providers.]

**Contract Owner**– The Employer or entity owning the Contract. The Contract Owner is named in the Contract Specifications.

**Contract Year** – A period of 12 months commencing with the Effective Date of the Contract and with any subsequent anniversary.

**Contribution** – Any amount you pay to us for investment under the Contract.

**Distributee** - A Participant, a Participant's surviving spouse or the Participant's spouse or former spouse who is the alternative payee under a qualified domestic relations order with regard to the interest of the spouse or former spouse.

**Employer** – An employer maintaining a 403(b) plan for its employees.

#35

**[Employer Discretionary Contribution** - An Employer's contribution on behalf of a Participant's Account, other than an Employer Matching Contribution, which is made for the benefit of a Participant at the discretion of the Employer or pursuant to a written Plan or other arrangement. ]

#35

**[Employer Matching Contribution** - An Employer's contribution to a Participant's Account, other than an Employer Discretionary Contribution, which is made for the benefit of a Participant on account of Salary Reduction Contributions or Roth Contributions. ]

#35

**[Exchange** - The transfer of assets from or to another Code Section 403(b) annuity contract or custody account pursuant to requirements of IRS Revenue Ruling 90-24 and applicable regulations under Section 403(b) or other applicable authority. ]

**Funds** - The underlying mutual funds in which the Separate Account invests.

**General Account** – All of our assets other than those in the Separate Account, or in any other separate investment account we establish. The General Account is available to our creditors.

**Good Order** – Authorized instructions given to us on such forms as we may require with such clarity and completeness that we are not required to exercise any discretion.

**Participant** – Any employee or former employee of an Employer or other individual with an account under the Contract.

**Participant Account** – An account under the Contract to which General Account values and Separate Account Accumulation Units are allocated on behalf of a Participant.

**Plan** - The 403(b) plan that is funded by the Contract.

**Premium Tax** - The tax or amount of tax, if any, charged by a state or municipality on premiums or Contract value.

#35

**[Rollover Contribution** - The rollover of all or any portion of an eligible rollover distribution from an eligible retirement plan to the Contract pursuant to the rollover provisions of the Code and subject to the provisions of the Plan, if any. Unless otherwise provided in the Plan, we will accept a direct rollover of a Roth elective deferral under a retirement plan described in Code Section 402A(e)(1), to the extent permitted under the rules of Code Section 402(c). ]

#35

**[Roth Rollover Contribution** - A direct rollover of all or a portion of an eligible rollover distribution of a Roth contribution under a Code Section 403(b) Plan to the extent permitted under the rules of Code Section 402(c) and Section 402A. ]

#35

**[Roth Contribution** - A contribution that the Employer makes on behalf of the Participant in accordance with a salary reduction agreement that is designated irrevocably in the salary reduction agreement as a "Roth" Contribution made in lieu of some or all of the Salary Reduction Contributions the Participant is otherwise eligible to make and treated by the Employer as includible in the Participant's taxable income

at the time the Participant would have received that amount in cash if the Participant had not entered into the salary reduction agreement. ]

**#35**

**[Salary Reduction Contribution** - A contribution that the Employer makes on behalf of the Participant in accordance with a salary reduction agreement and is not designated as a Roth Contribution. ]

**Separate Account** - An account we established to separate the assets funding the variable benefits for the class of contracts to which the Contract belongs from our other assets. The assets in the Separate Account are not chargeable with liabilities arising out of any other business we may conduct. The name of the Separate Account is shown in the Contract Specifications.

**Sub-Account** - The subdivisions of the Separate Account which are used to allocate your Contract value among the corresponding Funds.

**Surrender** – Any withdrawal of Contract values.

**Valuation Day** - Every day the New York Stock Exchange is open for trading. The value of a Separate Account is determined as of the close of the New York Stock Exchange (generally 4:00 p.m. Eastern Time) on such days.

**Valuation Period** - The period between close of trading on the New York Stock Exchange from one Valuation Day to the next.

**Variable Annuity** - A variable annuity is an annuity with payments decreasing or increasing in amount in accordance with the net investment result of the Sub-Account(s) in the Separate Account as described in "Valuation Provisions" at Section 5.0. After the first monthly payment for a variable annuity has been determined in accordance with the provisions of the Contract, a number of Annuity Units is determined by dividing that first monthly payment by the appropriate Annuity Unit value on the effective date of the annuity payments. Once variable annuity payments have begun, the number of Annuity Units remains fixed. The method of calculating the Annuity Unit value is described in the "Valuation Provisions" at Section 5.0.





**HARTFORD LIFE INSURANCE COMPANY**  
HARTFORD, CONNECTICUT

**Group Variable Annuity Contract Participation Certificate-Nonparticipating**

ALL PAYMENTS AND VALUES PROVIDED BY THE CONTRACT WHEN BASED ON INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT, ARE VARIABLE AND ARE NOT GUARANTEED AS TO A FIXED DOLLAR AMOUNT. [THE CONTRACT CONTAINS A MARKET VALUE ADJUSTMENT FORMULA. APPLICATION OF THE FORMULA MAY RESULT IN A DOWNWARD ADJUSTMENT IN CASH SURRENDER BENEFITS.]#3



**MASTER APPLICATION FOR  
GROUP VARIABLE ANNUITY CONTRACT**

**Hartford Life Insurance Company  
1 Griffin Road, North  
Windsor, CT 06095-1512**

Application is hereby made for a Group Variable Annuity Contract (the "Contract"):

1. Application-Contract Owner :

**ABC Entity**

**123 Main Street**

Street or P.O. Box

**Anytown**

**CT**

**06111**

City

State

Zip Code

**Hospital**

2. Nature of Applicant's Business: **January 1, 2009**
3. Requested Effective Date of Contract:
4. The Contract Owner has elected (choose a method): ☐ **Method One** ☐ **Method Two** for the deduction of the Program and Administrative Charge and for the determination of the Net Investment Factor under the Contract.

**It is understood that all payments and values provided by the Contract are the exclusive property of the Applicant-Contract Owner and when based on the investment experience of a Separate Account, are variable and not guaranteed as to fixed dollar amount.**

**Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.**

Dated at **123 Main Street, Anytown, CT** this **1<sup>st</sup>** day of **January, 2009**

For **ABC Entity**  
(Contract Owner)

By \_\_\_\_\_  
Registered Representative (Licensed Agent)

(Title)

<i>SERFF Tracking Number:</i>	<i>HARL-125874672</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Hartford Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>40706</i>
<i>Company Tracking Number:</i>	<i>IPD-HL20320</i>		
<i>TOI:</i>	<i>A03G Group Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03G.002 Flexible Premium</i>
<i>Product Name:</i>	<i>IPD-Hartford Premier Innovation</i>		
<i>Project Name/Number:</i>	<i>/</i>		

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: HARL-125874672 State: Arkansas  
Filing Company: Hartford Life Insurance Company State Tracking Number: 40706  
Company Tracking Number: IPD-HL20320  
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium  
Product Name: IPD-Hartford Premier Innovation  
Project Name/Number: /

## Supporting Document Schedules

### Review Status:

**Satisfied -Name:** Certification/Notice 10/27/2008

#### Comments:

We agree to Rule & Regulation 19 and 49. There is no Flesch score because the forms are exempt as being filed with the SEC. The Consumer Information Notice is not applicable.

### Review Status:

**Satisfied -Name:** Variable Material 10/27/2008

#### Comments:

#### Attachments:

Variable Material -contract.pdf

Variable Material -certificate.pdf

Variable Material  
Group Variable Annuity Contract HL-20320

Page	Variable Item	Description
1	1	This variable item allows for future changes in the Officer signatures to the Group Annuity Contract.
1,21	2	This variable item will only be included as shown if the contract is sold with a market value adjustment lump sum alternative.
2	3	These variable items are illustrative and will be client specific.
2	4	This variable item will appear as shown or as otherwise elected in Application Form HL-20322.
2	5	This variable item will appear as shown or be revised to read "calendar year" or "year", as appropriate.
2	6	This variable item will appear as shown or be revised to reflect a different minimum guarantee rate which will never be less than your state's current standard non-forfeiture law.
2	7	This variable item will appear as shown or maybe revised to reflect the addition or deletion of another Separate Account.
2	8	This variable item will appear as shown, be omitted or revised to reflect a lower fee or an alternative method of deduction. Such fee shall never exceed \$30.00.
3	9	This variable item will appear as shown or be revised to reflect a different method of deduction, or a different charge, but will never be revised to exceed a charge of greater than 2.00%.
3,13,19	10	This variable item will appear as shown, but may be revised to reflect a period of not less than 90 days.
3	11	The percentages and years reflected therein may vary to reflect the schedule agreed upon between Hartford Life and the Contract Owner at the point of sale. Any schedule agreed to will never exceed (either in years or percentages) the schedule shown.
3	12	This variable item may appear as shown if the Contingent Deferred Sales Charges are waived, may be revised to reflect the waiver in accordance with the terms of the sale or omitted.
3	13	This variable item will appear as shown or may be revised to include or exclude benefit payments permitted under the Plan.
4	14	This variable item will appear as shown or may be omitted if a state does not assess premium taxes.
1 thru 21	15	This variable item may be changed to reflect the appropriate section or page number.

Page	Variable Item	Description
6,7,8	16	These variable items will be included as shown; revised to add or delete terms appropriate to the Plan or the terms of the sale; or revised in accordance with changes to the Company's underwriting rules, to meet the needs of a specific Contract Owner, or omitted in accordance with the terms of the sale.
9	17	These variable items will be included as shown or revised to add or delete contribution types applicable to a specific Contract Owner.
9	18	This variable item will appear as shown, or may be revised in the event that the Company can accommodate fractional allocations of less than 1% or a dollar amount less than \$10.00.
10	19	This variable item will be included as shown or, revised to reflect an ending date or, may be omitted with the terms of the sale.
10	20	This variable item will have a range from 0.00% to 7.00% and will be applied in a uniform and consistent manner to all contracts within the same class of business.
12	21	This variable item will appear as shown or may be revised to reflect additional methods and instances for crediting.
14	22	This variable item will appear as shown if loans will be permitted under the contract in accordance with the terms of sale, may be omitted if there are no loans permitted, or revised to be consistent with the terms of the sale and the loan program to be administered.
14,15,19	23	This variable item will appear as shown or be revised or omitted with the terms of the Plan.
15,16	23a	If variable item #23 is omitted all subsequent sections will be re-numbered.
17	25a	This variable item will appear as shown or revised to reflect the options selected by the Contract Owner.
18	24	This variable item will appear as shown or may be revised to reflect a new minimum amount in accordance with the Company's underwriting policies.
18	25	This variable item will appear as shown or maybe revised or a new option may be added, or removed.
18	26	This variable item will appear as shown or be revised or omitted in accordance with the terms of the sale and the Company's current underwriting guidelines.

Page	Variable Item	Description
18	27	This variable item will appear as shown or maybe revised to reflect an alternative mortality table or interest rate.
19	28	This variable item will appear as shown or be revised or omitted in accordance with the terms of the sale.
19,20	29	This variable item may reflect the payment method(s) elected by the Contract Owner. Methods which are not elected by the Contract Owner may be omitted from the contract.
20	30	This variable item will appear as shown or; may be revised with a range from 1-6.
20	31	This variable item will appear as shown or, may be revised with a range from 1-5.
20	32	This variable item may appear as shown with a range between 30-120 days.
20	33	This variable item will appear as shown or may be revised to a range from one to five Contract years.
20	34	This variable item will appear as shown, or may be revised with a range from 6-12 months.
20	35	This variable item will be included as, or be revised to include one of the following indices: Salomon Brothers Weekly Index of Long Term Public Utilities rates Aa Salomon Brothers Weekly Index of Current Coupon 30 year Federal National Mortgage Association Securities, or the annualized mid-market five year swap rate.
20	36	This variable item will appear as shown or revised to a percentage that is not greater than 100%.

Variable Material  
Group Variable Annuity Contract Participation Certificate HL-20321

Page	Variable Item	Description
1	1	These variable items are illustrative and will be client specific.
1	2	This variable item allows for future changes in the Officer signatures to the Group Variable Annuity Contract Participation Certificate.
1,21	3	This variable item will only be included as shown if the contract is sold with a market value adjustment lump sum alternative.
2	4	This variable item will appear as shown or be revised to read “calendar year” or “year”, as appropriate.
2	5	This variable item will appear as shown or be revised to reflect a different minimum guarantee rate which will never be less than your state’s current standard non-forfeiture law.
2	6	This variable item will appear as shown or maybe revised to reflect the addition or deletion of another Separate Account.
2	7	This variable item will appear as shown, be omitted or revised to reflect a lower fee or an alternative method of deduction. Such fee shall never exceed \$30.00.
2	8	This variable item will appear as shown or be revised to reflect a different method of deduction, shown below, or a different charge, but will never be revised to exceed a charge of greater than 2.00%.  “We deduct the Program and Administrative Charge each Valuation Day as a percentage of the net asset value of each Fund when we determine Accumulation Unit values.”
3,10,16	9	This variable item will appear as shown, but may be revised to reflect a period of not less than 90 days.
3	10	The percentages and years reflected therein may vary to reflect the schedule agreed upon between Hartford Life and the Contract Owner at the point of sale. Any schedule agreed to will never exceed (either in years or percentages) the schedule shown.
3	11	This variable item may appear as shown if the Contingent Deferred Sales Charges are waived, may be revised to reflect the waiver in accordance with the terms of the sale or omitted.
3	12	This variable item will appear as shown or may be revised to include or exclude benefit payments permitted under the Plan.
4	13	This variable item will appear as shown or may be omitted if a state does not assess premium taxes.



Page	Variable Item	Description
1 thru 21	14	This variable item may be changed to reflect the appropriate section or page number.
6	15	These variable items will be included as shown or revised to add or delete contribution types applicable to a specific Contract Owner.
6	16	This variable item will appear as shown, or may be revised in the event that the Company can accommodate fractional allocations of less than 1% or a dollar amount less than \$10.00.
9	17	This variable item will appear as shown or may be revised to reflect additional methods and instances for crediting.
10	18	This variable item will appear as shown if loans will be permitted under the contract in accordance with the terms of sale, may be omitted if there are no loans permitted, or revised to be consistent with the terms of the sale and the loan program to be administered.
11,12	19	This variable item will appear as shown or be revised or omitted with the terms of the Plan.
12,13	20	If variable item #19 is omitted all subsequent sections will be re-numbered.
13,14	20a	Only one of these variable valuation methods will appear in the Certificate as selected by the Contract Owner.
14	21	This variable item will appear as shown or revised to reflect the options selected by the Contract Owner.
15	22	This variable item will appear as shown or may be revised to reflect a new minimum amount in accordance with the Company's underwriting policies.
15	23	This variable item will appear as shown or maybe revised or a new option maybe added, or removed.
15	24	This variable item will appear as shown or be revised or omitted in accordance with the terms of the sale and the Company's current underwriting guidelines.
15	25	This variable item will appear as shown or maybe revised to reflect an alternative mortality table or interest rate.
16	26	This variable item will appear as shown or be revised or omitted in accordance with the terms of the sale.
16	27	This variable item may reflect the payment method(s) elected by the Contract Owner. Methods which are not elected by the Contract Owner may be omitted from the contract.

Page	Variable Item	Description
16	28	This variable item will appear as shown or; may be revised with a range from 1-6.
16	29	This variable item will appear as shown or, may be revised with a range from 1-5.
16	30	This variable item may appear as shown with a range between 30-120 days.
17	31	This variable item will appear as shown or may be revised to a range from one to five Contract years.
17	32	This variable item will appear as shown, or may be revised with a range from 6-12 months.
17	33	This variable item will be included as, or be revised to include one of the following indices: Salomon Brothers Weekly Index of Long Term Public Utilities rates Aa Salomon Brothers Weekly Index of Current Coupon 30 year Federal National Mortgage Association Securities, or the annualized mid-market five year swap rate.
17	34	This variable item will appear as shown or be revised to a percentage that is not greater than 100%.
18,19,20	35	These variable items will be included as shown; revised to add or delete terms appropriate to the plan or the terms of the sale; or revised in accordance with changes to the Company's underwriting rules, to meet the needs of a specific Contract Owner, or omitted in accordance with the terms of the sale.